

Gig Harbor City Council Meeting

May 26, 2009
(on Tuesday due to Memorial Day Holiday)
6:00 p.m.



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Tuesday, May 26, 2009 – 6:00 p.m.
(due to Memorial Day Holiday)**

CALL TO ORDER:

CONSENT AGENDA:

1. Approval of the Minutes: a) City Council Meeting May 11, 2009; b) Special City Council Meeting May 18, 2009.
2. Receive and File: a) Parks Commission Minutes April 1, 2009; b) Operations & Public Project Committee Minutes April 16, 2009.
3. Liquor License Renewals: Target; Puerto Vallarta Restaurant; Round Table Pizza; and Julep Nail Parlor.
4. Resolution – Surplus Furniture at Skansie Brothers Park House.
5. Resolution – Processing Eleven and Rejecting One 2009 Comprehensive Plan Amendment Application.
6. 2009 Traffic Model Update – AM Model – Consultant Services Contract Amendment No. 1 / PTV America, Inc.
7. 2009 Traffic Model Update – AM Peak Hour Data Collection – Consultant Services Contract / All Traffic Data, Inc.
8. Boys and Girls Club – Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements.
9. Pierce County Historic Property Survey Grant Agreement.
10. Probation Services Contract.
11. Comprehensive Plan Amendment, Transportation Improvement Plan(s), Traffic Impact Fees – Consultant Services Contract Amendment #2 / HDR Engineering, Inc.
12. WSDOT/City Interlocal Agreement for Construction Administration Services for BB16 Mitigation Improvements Project.
13. Approval of Payment of Bills for May 26, 2009: Checks #60983 through #61090 in the amount of \$1,201,984.82.

OLD BUSINESS:

1. Second Reading of Ordinance – Establishing a Process for the Allocation of Limited Sewer Capacity.
2. Second Reading of Ordinance – PCD/BP/ED Zoning Changes.
3. Second Reading of Ordinance – Sewer Exception Code Revision.
4. Second Reading of Ordinance – Nuisance.
5. Second Reading of Ordinance – Amending City Council Meeting Time.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Sehmel Drive Area-Wide Rezone.
2. First Reading of Ordinance – Special Events Permits.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning/Building Committee – Mon. Jun 1st at 5:15 p.m.
2. City Council / Parks Commission Joint Meeting – Mon. Jun. 1st at 6:00 p.m.
3. Intergovernmental Affairs Committee – Mon. Jun 8th at 4:30 p.m.
4. Finance/Safety Committee – Mon. Jun 15th at 4:00 p.m.
5. City Council Worksession – Budget Update – Mon. Jun 15th at 5:30 p.m.

EXECUTIVE SESSION: To discuss pending litigation per RCW 42.10.110 (1)(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MAY 11, 2009

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

CALL TO ORDER: 5:31 p.m. (early starting time due to accommodate an Executive Session)

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.10.110 (1)(i).

MOTION: Move to adjourn to Executive Session at 5:39 p.m. for approximately 20 minutes for the purpose of discussing potential litigation per RCW 42.10.110(1)(i).
Ekberg / Kadzik – unanimously approved.

MOTION: Move to return to regular session at 5:59 p.m.
Kadzik / Malich – unanimously approved

MOTION: Move to back into to Executive Session at 5:59 p.m. for an additional fifteen minutes for the purpose of discussing potential litigation per RCW 42.10.110(1)(i).
Kadzik / Malich – unanimously approved.

MOTION: Move to return to regular session at 6:14 p.m.
Conan / Malich unanimously approved

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Apr. 27, 2009.
2. Receive and File: a) Minutes of Council Worksession Apr. 20, 2009; b) Minutes of Council Worksession Apr. 27, 2009; c) Recovery Act JAG Award; d) Finance Committee Minutes Apr. 20, 2009.
3. Kinship Caregiver Day Proclamation.
4. Liquor License: Application – Seven Seas Brewing.
5. Summer Sounds Contracts.
6. Administrative Services Agreement with Flex Plan Services, Inc.
7. Eddon Boat Remediation Project – Consultant Services Contract for a portion of the Institutional Control Plan Implementation / Anchor Environmental.
8. Approval of Payment of Bills for May 11, 2009: Checks #60868 through #60982 in the amount of \$513,686.82.
9. Approval of Payroll for the Month of April: Checks \$5418 through #5438 and direct deposit transactions in the total amount of \$356,618.15.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Malich – unanimously approved.

OLD BUSINESS:

1. First Reading of Ordinance – Establishing a Process for the Allocation of Limited Sewer Capacity. City Administrator Rob Karlinsey presented the background for this ordinance that addressed the orderly processing to allocate sewer capacity. He described the changes incorporated as a result of Council comments at the last meeting.

Barry Margolese – 108 So. Jackson #300, Seattle, WA 98104. Mr. Margolese proposed an amendment to the ordinance to read: “Notwithstanding the above priority, the Director shall have the authority to issue up to 5 CRCs for those projects that have a majority of CRC requirements already granted and available, and will be ready to proceed with construction within 6 months of the grant of the additional CRCs.” He explained the reason for the proposed amendment is his approved plat on Stanich Avenue. For a more efficient project that meets the minimum four units per acre, they have an intake appointment with staff to submit a revised application for eleven lots. They are ready to proceed, but they need one additional CRC. He asked Council to help find a way for them to move forward.

Staff was asked for the number of projects ready to proceed and if there are enough ERUs available. Senior Planner Jennifer Kester responded that at most, half of the available ERUs will be used by projects in the system. Mr. Margolese’s project most likely would receive ERUs with the current draft ordinance.

Kit Kuhn – 3014 Shyleen Street. Mr. Kuhn said he has a rental house adjacent to this property and although he doesn’t endorse the project, he has seen it fall through several developers over the past six years. He voiced encouragement for an effort that would allow this to move forward if it is a good plan.

Ms. Kester again addressed Council’s questions by saying if this ordinance is adopted staff intends on sending a letter to those developers ready to proceed giving them a reasonable time to come in and pay the deposit; if they choose not to proceed they would move to the bottom of the list. She clarified that applying for additional ERUs would not jeopardize current sewer capacity reservations.

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

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – PCD/BP/ED Zoning Changes. Planning Director Tom Dolan presented the background for this ordinance amending the zoning regulations for the Employment District and the Planned Community Development Business Park to ensure that the intent and uses are consistent with each other.

Mayor Hunter opened the public hearing at 6:39 p.m.

Wade Perrow – 9119 No. Harborview Drive. Mr. Perrow thanked the Planning Commission for this long and challenging process to conform the uses in the Employment District Zone to what was allowed when his property was located in the county. He said that with Ms. Kester's help, a matrix was developed for the Planning Commission to review. He said he appreciated the Planning Commission's decision to move several uses currently not allowed to the Conditional Use Permit process. He asked Council to approve this ordinance.

John Chadwell - Olympic Property Group, 4423 Pt. Fosdick Drive Ste. 302. Mr. Chadwell also thanked staff and the Planning Commission for the time that went into this ordinance. He said that OPG supports these proposed changes that will provide a variety of opportunities for the business park area to be an active, positive place to be during all times of the day. This will promote healthier traffic movement and will prevent crime. He asked for Council's support at the next reading.

There were no further comments and the Mayor closed the public hearing at 6:43 p.m.

2. Public Hearing – Comprehensive Plan Docket. Jennifer Kester presented this public hearing on twelve Comprehensive Plan Amendments; nine sponsored by the City and three from private party applications. She asked that Council consider all amendments and to decide which applications should be forwarded to the Planning Commission and which will not be processed this cycle. After describing the amendments, she said that staff is recommending that all but one of the amendments be forwarded for review; COMP 09-0006 is an Area-Wide Land Use Map Amendment for three locations, and because of the number of amendments and staff work load, staff recommends that this be postponed.

Mayor Hunter opened the public hearing at 6:39 p.m. and invited the public to come up to speak on the amendments.

1. **COMP-09-0001: Water System Service Area Amendment,** The proposed Comprehensive Plan amendment, requested by North Pacific Design, Inc., would add one parcel along Wollochet Drive to City's Water Service Area.

Mike Demarto –North Pacific Design, 2727 Hollycroft. Mr. Demarto, representing the property owners for the subject parcel for this proposed amendment, explained that they are unable to move forward with development on this commercial site as Stroh's Water Company cannot service the area. He said that several restaurants and a hotel have shown interest in the site, and asked council to consider adding this to the city's water service area.

Paul Cyr – Barghausen Consulting Engineers. Mr. Cyr, representing the Stroh Family, said that they are requesting that the City Council include their proposal in the water service area amendment. He gave a brief overview of the proposed expansion of the Stroh's Business, explaining that they met with City Engineers in October to discuss utility service. Unfortunately, they were not made aware of the formal Comp Plan

Amendment process and missed the deadline. He asked that the request be included in this review cycle.

Staff was asked if there would be an exchange of water rights if the city took on this responsibility. Senior Engineer Jeff Langhelm responded that it is possible to transfer water rights through a long process but both purveyors would have to agree. He said that he isn't sure that the Strohs would be willing to do so.

Mr. Langhelm further explained that when Mr. Cyr first approached the city in October, staff was unaware that a comp plan amendment was required to amend the water service area. In December Mr. Cyr was asked whether or not they wished to proceed, but the city didn't receive a response until May. Staff became aware of the requirement for a comp plan amendment in January with the deadline to submit a proposal at the end of February.

Ms. Kester explained that the code doesn't allow a new application at this point. She suggested that the Stroh's proposal could be added to the city sponsored amendment to the Water System Plan COMP 09-0009, which would require a change to the policy allowing expansion of the city's water system. She described the review process which could take up to a year and a half.

2. **COMP-09-0002: Parks, Recreation and Open Space Element**, the proposed Comprehensive Plan text amendment requested by the Planning Department, would remove the PROS Plan from the existing Comprehensive Plan. The current plan expires in May of 2009 and the updated plan is not expected until next year. Retaining an out of date PROS plan in the Comprehensive plan will create inconsistencies in the Capital Facilities Plan. The Growth Management Act does not require this element as it is an unfunded mandate.

No comments on this amendment.

3. **COMP-09-0003: Transportation Element**, the proposed Comprehensive Plan text amendment, requested by the Public Works Department, would create a general transportation improvement plan that will be the basis for the 6-year transportation improvement plan that is required to be updated every year separate from the Comprehensive Plan. Other minor amendments are included in this application.

No comments on this amendment.

4. **COMP-09-0004: Sunrise Enterprises Land Use Map Amendment**, the proposed land use map amendment, requested by Carl Halsan on behalf of Walter H. Smith, would change the land use designation of approximately 15.53 acres located along Burnham Drive NW and 112th Street NW, currently occupied by a contractor's yard, from employment Center (EC) to Commercial Business (C/B).

Dave Morris – 6018 106th Ave NW. Mr. Morris briefly spoke in favor of this proposal.

Carl Halsan – 7218 Northcreek Loop. Mr. Halsan said that this proposed amendment would change the designation of the property to match the plan in place since the adoption of the Gig Harbor Community Plan. He described the property as part of a 66 acre block of property of residential on top, a gravel pit in the middle, and offices located at the bottom. He said that the city zoning has the property as residential and industrial. Now that the property is annexed they are requesting to fix this so that the lower 15 acres are designated commercial.

Staff was asked if this higher use would trigger a SEPA requirement. Ms. Kester responded that code requires a capacity evaluation for any action that increases intensity. This action would require a traffic model to determine the impact on problem intersections; then the SEPA threshold determination would take that information into account which would then be addressed through mitigation or something more significant.

Ms. Kester further explained that the application suggests a B-2 zoning request but without a development agreement the Planning Commission would evaluate the property under any of the zoning designations that allow commercial development.

5. **COMP-09-0005: Haven of Rest Land Use Map Amendment**, the proposed land use map amendment, requested by Haven of Rest, would change the land use designation of approximately 3.4 acres of property north of Rosedale Street from Residential Low (RL) to residential Medium. The applicant has also proposed entering into a development agreement with the City to limit the eventual rezoning of this property to the R-2 zone if the Comprehensive Plan amendment is approved.

Catherine Jerkovich – 2106 Pacific Avenue Ste. 300, Tacoma. On behalf of Haven of Rest, Ms. Jerkovich asked Council to forward this comp plan amendment to the Planning Commission. She said that the change from Residential Low to Residential Medium would bring the property in line with the rest of the Haven of Rest Property.

Ms. Kester explained that the surrounding land use designation is Residential Medium. The zoning for the property to the east is Residential Low. This request puts the property in line with other Haven of Rest property but not necessarily in line with the surrounding properties.

George Nelson – Haven of Rest, 8503 Hwy 16 West, Gig Harbor. Mr. Nelson explained that the land to the north was annexed into the city as R-2 and they wish to change the other portion of property they own to be the same.

6. **COMP-09-0006: RB-1 Area-Wide Land Use Map Amendments**, the Planning Commission has requested that the Council allow them to review the appropriateness of the land use designation at the following three locations with RB-1 zoning:

Area 1: The corner of Rosedale Street and Stinson Avenue. Currently zoned RB-1 with Residential Low and Residential Medium land use designations. Current uses include Dirtworks contractor's yard and a CenturyTel building.

Michael Stebort – 7814 Stinson Avenue. Mr. Stebort asked for clarification for what the Planning Commission is going to do with this lot. He added that living to DirtWorks is noisy.

Ms. Kester responded that the Planning Commission is not united in what the zoning should be. They have suggested R-1 through RB-2 which likely would require a change to a Residential Medium designation. The commission would like to take public comment before making a recommendation to Council.

Ms. Kester further explained that review of these types of land use designations typically take the most review time; due to the number of other land use amendments, staff is recommending that this not be forwarded to the Planning Commission. In addition, area two is primarily developed and area three has land use applications both submitted and approved; there is no immediate need for change in these two areas.

Planning Director Tom Dolan added that if Council feels it is important staff will do their best to process this amendment. However, because two of the three areas are committed and the third has an existing non-conforming use, staff feels that this can wait until next year.

Area 2: The corner of 56th Street and 38th Avenue. Currently zoned RB-1 with Residential Low land use designation. Current uses include a gas station, preschool and medical offices.

No comments on this amendment.

Area 3: The corner of Peacock Hill Avenue and Ringold Street. Currently zoned RB-1 with Residential Low land use designation. The property is currently vacant; however, a preliminary plat has been approved for one of the parcels.

Jim Lynch – 5224 Olympic Drive NW Ste. 101. On behalf of Grindstone Management LLC, Mr. Lynch spoke in opposition to the Planning Commission's request to review the RB-1 zone on this corner. They acquired the property in 2008 and have a site specific design that has been submitted to the city; if the review leads to more restrictions on the use of the property, Grindstone may have to move their project out of the city, costing the city revenue. He said that the property has fallen into disrepair and handed out photos to illustrate. He described the project as consisting of three buildings at or under 5000 square feet that will house the offices of Grindstone Management; a private company whose sole purpose it to manage the assets of one affluent local family. He finalized by saying that the property had ERUs allocated that will be transferred to this project.

Ms. Kester commented that the larger parcel has an approved preliminary plat which is vested.

7. **COMP-09-0007: Stormwater Comprehensive Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to review the city's new Stormwater Comprehensive Plan for consistency with the Comprehensive Plan.

No comments on this amendment.

8. **COMP-09-0008: Wastewater Comprehensive Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to review the city's new Wastewater Comprehensive Plan for consistency with the Comprehensive Plan.

No comments on this amendment.

9. **COMP-09-0009: Water System Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to review the city's new Water System Plan for consistency with the Comprehensive Plan.

No comments on this amendment.

10. **COMP-09-0010: Capital Facilities Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, for the annual update to capital facilities plan and project lists.

No comments on this amendment.

11. **COMP-09-0011: Utilities Element**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to update the Utilities element to be consistent with the new Water System Plan.

No comments on this amendment.

12. **COMP-09-0012: 3700 Grandview Street Land Use Map Amendment**, a proposed land use map amendment, sponsored by the City Council and requested by MP8 LLC / PIONEER & STINSON LLC, to change the land use designation for 2 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation, with an accompanying development agreement.

Kit Kuhn -3104 Shyleen. Mr. Kuhn first asked if this was about amending the height. He was advised that this isn't about height, but about larger buildings. Mr. Kuhn continued saying that council shouldn't remove the height restrictions on this property at Pioneer / Stinson; this has come up many times and as he stated before, the harbor is terraced when looking up from the bottom of the harbor or from the water; if you build tall and large scale buildings it won't match the character of the downtown corridor. He continued to say that this is the entrance to Gig Harbor and he doesn't think you want

large and tall buildings here. He asked Councilmember Payne if his business landlord is the same person proposing this.

Councilmember Payne responded that yes, and offered Mr. Kuhn the opportunity to come and visit his office and discuss how his finances are handled. He said that this is not a conflict of interest in any way; his firm deals with the LLC that owns the BDR Building.

Mr. Kuhn responded that he has a coalition of citizens who plan to watch the downtown corridor and how they want Council to vote. They will pay for advertisement in the Gateway letting the citizens know how Council voted, because if you go against what the citizens want and allow large buildings you will have to answer to not only yourself but to your voters. He asked Council to not remove the height limit.

City Attorney Angela Belbeck clarified that this is a legislative action and so there is no conflict of interest on the part of Councilmember Payne.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty voiced confusion regarding a notice of non-significance.

Tom Dolan explained that the notice is regarding the city's Determination of Non-Significance for a separate application to remove the subject property from the height restriction area and which is scheduled for a public hearing before the Hearing Examiner on June 4th. He said that the item on tonight's agenda involves a change to the Comprehensive Plan Map amending the property designation from Residential Low to Residential Medium. If this amendment goes through the applicant has indicated a desire to rezone the property to RB-2 to allow larger building sizes. The height of the buildings will depend upon the Hearing Examiner's decision on the withdrawal of the property from the height restriction area.

Mr. Fogerty said that he is in favor of keeping the Residential Low designation. He addressed Councilmember Kadzik as a fellow member of the Historic Waterfront Association Committee, recommending that this gateway property be included in the Historic Waterfront's overall plan to maintain a little maritime village. He said that we don't need office buildings here, which is ultimately going to happen if the property is designated Residential Medium. Gig Harbor will then become a Kirkland with a cascade of buildings coming down the hill. He said it has to be kept at 27 feet, which is already tall.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said if you buy property with one zone then ask Council for an upgrade you are increasing the property value; you should live by the zoning for which you bought the property. He stressed that allowing 35' buildings will change the landscape. He said it's an attempt to ruin Gig Harbor and any Councilmember that is a part of this shouldn't be too proud of himself. He continued to say that height restrictions were put in place so everyone could enjoy the views. You have Gig Harbor North and the South of Gig Harbor where building heights won't affect

the view of this great town; if you allow it for one property you will have to allow it for others. He said that Councilmembers are elected by the people to protect the town, not to ruin it.

Marty Paul – 3312 Rosedale Street. Mr. Paul said that their common goal is a better future for Gig Harbor and he doesn't believe what is allowed on one property puts other properties at risk of converting. He stated respect for the community efforts by the previous speaker as well as his own family over multiple generations. He said that if they didn't have the best interest for the gateway to Gig Harbor in mind, the trees would have already been torn down and they would have built five, 5000 square foot buildings and in the process they would have saved a half a million dollars. He voiced appreciation of the amount of effort on both sides. He said that they are not asking for something that will change the entire look of Gig Harbor.

There were no further public comments and the Mayor closed the public meeting at 7:30 p.m.

MOTION: Move we forward these proposed Comp Plan Amendments to the Planning Commission with the exception of COMP 09-0006 and 09-0012.
Ekberg / Young –

City Attorney Belbeck provided clarification on how Council could proceed to make a recommendation without revealing the nature of the privileged information from an Executive Session.

Councilmember Franich said that based upon the discussion in Executive Session, moving forward with COMP 09-0001 could put the city at financial risk. He offered an amendment to the motion.

AMENDMENT: Move to add COMP 09-0001 to the exclusion list of Comprehensive Plan Amendments to be forwarded to the Planning Commission in light of the potential financial risk to the city.
Franich / Malich –

Councilmember Conan said that the discussion in Executive Session also included ways to minimize risk. He said that this would allow an opportunity for review, and by the time it comes back with a recommendation from the Planning Commission, Council will have the information to make an informed decision. He spoke against excluding this amendment.

Angela Belbeck assured Council that forwarding the amendment for further review in no way implies a guarantee of approval. Councilmember Franich withdrew his amendment to the main motion.

Councilmember Young said that before he would agree to accept this into the city's water service area he would expect reciprocal water rights.

Ms. Kester responded to a request from Councilmember Kadzik on how to include the request from Mr. Cyr. She suggested that Council direct staff to incorporate the request for a service change into COMP 09-0009, the city's own water system update which doesn't commit to a decision but only to the public hearing process.

AMENDMENT: Move to amend COMP 09-0009 to include the Stroh Water Service request.
Kadzik / Conan -

Staff was asked to clarify how this affects the review process that has already taken place on the city's amendment. Jeff Langhelm explained that if this is added, the city's comp plan amendment would have to go back for review by Pierce County and the Department of Health. If either of the comp plan amendments that propose changes to the city's water service area is approved, there will be subsequent review processes to finalize the plan.

RESTATED

AMENDMENT: Move to amend COMP 09-0009 to include the Stroh Water Service request.
Kadzik / Conan - six voted in favor. Councilmember Franich voted no.

Councilmember Franich voiced concern with the request to change the designation of the property owned by Haven of Rest. He said this area is traditionally residential and an upzone doesn't do justice to the surrounding properties.

AMENDMENT: Move to amend the motion to add COMP 09-0005 to the exclusion list of Comprehensive Plan Amendments to be forwarded to the Planning Commission.
Franich / Payne -

Councilmember Young said that this amendment should be forwarded to the Planning Commission to allow the public process.

Councilmember Kadzik agreed, saying that he isn't particularly in favor of the change but he is uncomfortable stopping proposals at this level. He said that he would like to hear the public's comments.

Councilmember Malich agreed with Councilmember Franich's comments. He said it doesn't serve the city any useful purpose to forward this to the Planning Commission.

RESTATED

AMENDMENT: Move to amend the motion to add COMP 09-0005 to the exclusion list of Comprehensive Plan Amendments to be forwarded to the Planning Commission.

Franich / Payne – Councilmember Franich and Malich voted yes. Councilmembers Ekberg, Young, Conan, Payne and Kadzik voted no.

The City Clerk was asked to restate the main motion as amended.

MAIN MOTION

AS AMENDED: Move we forward these proposed Comp Plan Amendments to the Planning Commission with the exception of COMP 09-0006 and 09-0012 and amend COMP 09-0009 to include the Stroh Water Service request.

Ekberg / Young –

Councilmember Payne said that for the same reasons as stated by Councilmember Kadzik, we should allow COMP 09-0012 to go through the public process. He said that the whole intent was to allow the Planning Commission to have their process.

AMENDMENT: Move to include COMP 09-0012 in the list of Comp Plan Amendments to be forwarded to the Planning Commission.
Payne / Conan -

Councilmember Ekberg explained that the reason he asked for this to be excluded is because it *has* gone through the process and the citizens spoke clearly to the project. He added that the project doesn't meet the selection criteria.

Councilmember Conan responded that the Development Agreement changed significantly from when it went through the Planning Commission review and he would like to see it continue through the process.

Councilmember Franich said that the idea of the project has changed slightly but the bottom line result is the same; the project has gone through the process and the public has spoken; the public didn't want it and the Planning Commission didn't want it.

Councilmember Young said that if the proposal comes back the same as what was presented to Council at the end of the year he will vote against it. However, because we ran out of time and several had asked that this be returned to the Planning Commission he believes that it makes sense to do so. He pointed out that forwarding this amendment to the Planning Commission isn't an approval of anything. He then encouraged public input to raise concerns. He said that there is a big difference in this proposal and what is allowed now, and there may be something in-between that would be appropriate.

Mayor Hunter commented that the public has taken a beating on this issue; they spoke against it and it has come back again which he doesn't think is fair.

Councilmember Kadzik said yes, we had lots of testimony which he appreciates, but said he believes this deserves another hearing by the Planning Commission.

RESTATED

AMENDMENT: Move to include COMP 09-0012 in the list of Comp Plan Amendments to be forwarded to the Planning Commission.
Payne / Conan - a roll call vote was taken:

Ekberg – no; Young – yes; Franich – no; Conan – yes; Malich – no; Payne – yes;
Kadzik – yes.

The motion to forward COMP 09-0012 to the Planning Commission passed.

City Administrator Rob Karlinsey addressed the inclusion of the Cyr request, saying staff raised an issue that they would like Council to understand.

Ms. Kester explained that North Pacific Design paid a significant amount of money for their water service boundary reviewed for the Comp Plan Amendment 09-0001. If Council decides to sponsor the Cyr request, there would be no fee involved.

Ms. Belbeck explained that because it's not their application we cannot make them pay; however, it can be made a condition of the city's amendment.

Councilmember Franich pointed out that this same issue came up when the city was deciding to sponsor the Grandview Street Comp Plan Amendment. He asked if the developer could be asked to pay the cost of the amendment, and Legal Counsel said that language could not be added to have the developer to pay for review.

AMENDMENT: Move to amend the main motion to add as a condition of adding the Stroh request to 09-0009 that the proponent will pay for the review fees.
Young / Ekberg -

Tom Dolan commented that it is a matter of fairness. Ms. Kester added that the matter of cost did come up regarding the Grandview Street Comp Plan and Council could have placed a condition to ask the property owners to pay, but Council chose not to.

Councilmember Franich disagreed, saying the he was told that this condition couldn't be made part of the agreement.

Councilmember Ekberg asked if most of the amendments could be forwarded to the Planning Commission and COMP 09-0009 be brought back at the next meeting when all the issues are addressed.

Ms. Kester said that it will affect the time frame and staff's ability to review for SEPA, which has to be done accumulatively. She said she is comfortable with the amended motion; they will figure out the process and report back to Council if an additional decision must be made. She said that they will make sure that this is presented to Pierce County and the Department of Health as an option to the city's water plan so that it could move forward if the Stroh's proposal is denied.

Councilmember Franich stressed that making decisions at the eleventh hour doesn't seem like we are covering all the bases.

Tom Dolan pointed out that these aren't final decisions, just direction to have the Planning Commission review and report back with a recommendation. Ms. Kester clarified that the Comp Plan Amendments can be modified during the process.

Councilmember Franich said he was sorry that Mr. Cyr couldn't meet the timeline, but it seems like we are making a special exemption for one person that isn't well thought out and will take staff time.

Jeff Langhelm reiterated that in October and at the time of discussions with Mr. Cyr the city didn't require a water service area revision to go through a comprehensive plan process. In January staff found out that this wasn't the case. Mr. Cyr was sent a letter in December asking for more information if he wished to proceed; this didn't come until May 4th. He clarified that there was no deadline requirement on the request letter.

Councilmember Young pointed out that Mr. Cyr was depending upon staff's advice.

RESTATED

AMENDMENT: Move to amend the main motion to add as a condition of adding the Stroh request to 09-0009 that the proponent will pay for the review fees.
Young / Ekberg – five voted in favor. Councilmembers Franich and Malich voted no.

**MAIN MOTION
AS AMENDED:**

Move we forward these proposed Comp Plan Amendments to the Planning Commission with the exception of COMP 09-0006 and amend COMP 09-0009 to include the Stroh Water Service request with language saying that the proponent will pay for the review fees.
Ekberg / Young – five voted in favor. Councilmembers Franich and Malich voted no.

3. First Reading of Ordinance – Sewer Exception Code Revision. Jeff Langhelm presented the background information for this action. He explained that in 2006 Council adopted an ordinance amending the requirements for sewer hook-ups; at that time an exception was inadvertently omitted. He presented two versions of an ordinance to re-

insert the exception language explaining that the primary difference between the two is the proposed distance in which a lot would be required to connect to city sewer. The first option exempts a lot that is not abutting an existing public sanitary sewer; the second option exempts lots not within 200 linear feet from the nearest property line along the path of sewer main construction to an existing public sanitary sewer. He addressed Council's questions.

Councilmember Ekberg agreed that the language was left out by mistake; the intent was to alleviate the problem of a lot within 200 feet of a sewer line that couldn't hook up but was still required to do so. In an attempt to correct that, the whole 200' requirement for hooking up was deleted. He said Option B addresses that concern.

After asking about the cost of installing sewer lines, Councilmember Franich voiced support of Option A for properties that are suitable for septic because of the burden of cost involved with Option B.

Mr. Langhelm clarified that the underlying intent of this ordinance is to be consistent with RCW's and to compel new developments to connect to city sewer. He added that existing developments do not have to hook up unless they redevelop or if there is a health threat.

Councilmember Young commented that the intent is not to raise revenue but to give the city the authority to force connection when necessary. The system won't work if you just allow those to hook up that want to. Councilmember Ekberg agreed that it's about compliance to get the whole system operating rather than about funding.

Councilmember Payne said he supports a stricter interpretation.

Councilmember Franich said that this Council continually, in the face of the majority of the citizens, is in favor of growth. He said this is about cost and we shouldn't subject someone with a large lot that is able to have a septic system to that cost.

Councilmember Malich asked what would happen if a property owner couldn't obtain an easement. Mr. Langhelm said that it would qualify for an exemption.

After further discussion, Mr. Langhelm was directed to bring back both options for consideration and second readings at the next meeting.

4. First Reading of Ordinance – Nuisance. City Administrator Rob Karlinsey presented the background for this ordinance that addresses dilapidated buildings, attractive nuisances, abandoned pits/holes, and trash and junk. He said that enforcement follows the same process as the junk vehicle ordinance with the exception of a property lien provision.

Councilmember Ekberg voiced support of an ordinance as a method to enforce health, safety and attractive nuisance issues, but he said this may still go too far. He used the

language on page 4, paragraph “C” as an example of how the city could become involved in neighborhood disputes.

Councilmember Young asked the City Attorney if the code should be more specific or if broader language such as “things that could prove to be potentially harmful, attract animals, or emit noxious fumes” would be defensible.

Ms. Belbeck responded that both ways are legally defensible, but if you leave it too broad you open yourself to unintended complaints. Listing the items you intend to enforce makes the intent more clear.

Councilmember Franich said that unless it’s a public health and safety issue it shouldn’t be included. He pointed out language about yard waste and the definition of public nuisance, asking who is going to determine “the repose of the public.” He also voiced concern with the how to interpret the definition of “screened.”

Ms. Belbeck responded that this language was included to track the statutory language and so any case law will include those same terms.

Mayor Hunter said he agrees with requiring screening from public right of way, but not from “*any neighboring property.*”

Councilmember Malich voiced concern with language in ‘B’ regarding attractive nuisances. He asked if the inclusion of abandoned meant a boat in a yard or in the water. He also voiced concern that someone’s water feature would have to be fenced.

Councilmember Young brought up the concern that abandoned water features could become an issue. Mr. Karlinsey said he would come back with language to address this.

After further discussion about how this ordinance would be interpreted and enforced, staff was directed to develop language to amend the ordinance to address these recommendations:

- a) Paragraph ‘E’ - “Building materials must be neatly piled and screened from the public right of way unless there’s an active building permit;”
- b) Paragraph ‘C’, remove the word “unsightly;”
- c) Add a sentence to Paragraph ‘A’ “to exclude decorative residential and commercial water features.”

5. First Reading of Ordinance – Amending City Council Meeting Time. Clerk Towslee explained starting City Council meetings thirty minutes earlier could result in a savings to the city of up to \$300 per meeting. This ordinance was brought to Council for consideration due to the budget constraints.

Councilmember Franich asked if there had been any negative feedback from changing the time from 7:00 p.m. to 6:00 p.m. and suggested changing the time to 5:00 p.m. instead of 5:30 p.m. to save further staff time.

Ms. Towslee responded that no negative comments had been made about the first time change. She then said that because of the Council Committees, it may be difficult to meet at 5:00 p.m.

Several Councilmembers said it would be difficult for them to arrive by 5:00 p.m., but they can make 5:30 p.m. There was discussion about scheduling public hearings for a time certain to allow the public time to arrive.

STAFF REPORT:

Planning Director Tom Dolan said that staff is working with the City Attorney to move up the submittal deadline for Comprehensive Plan Amendments so that the City Council and Planning Commission will have more time to review the information. He said an ordinance would be presented for review sometime this summer.

City Administrator Rob Karlinsey reported that this afternoon the Governor was scheduled to sign the Shoreline Moratorium Bill. He thanked the city's lobbyist for working to get this approved, and Councilmember Young for his effort which included testifying. He said that this will allow the city to update their Shoreline Master Plan without fear of unintended consequences.

Mr. Karlinsey announced the KLM Veteran's Park Ribbon Cutting Ceremony on Wednesday, May 20th at 5:30 p.m. He gave an overview of all the scheduled activities and encouraged everyone to spread the word. He also mentioned the Joint City Council / Parks Commission Meeting on June 1st.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Payne reported that he visited with Sergeant Kelly Busey who was patrolling in the city's new Police Boat and encouraged others to do the same. He then suggested that the city consider looking into annexing the other side of the harbor to assist with handling abandoned vessels.

Councilmember Franich commented that he is working on contacting the current abandoned boat's owner. He asked if there is an active effort to work with Pierce County on this issue.

Mr. Karlinsey responded that Chief Davis had met several times with representatives from the Pierce County Sheriff's Department, but there doesn't seem to be a strong desire on their part due to liability concerns. He then said that another issue fixing the Urban Growth Boundary Line which is down the middle of the harbor. The Mayor said he will discuss this with the Pierce County Council at their meeting here tomorrow.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wed. May 20th at 9:00 a.m.
2. KLM Veteran’s Park Ribbon Cutting Ceremony – Wed. May 20th at 5:30 p.m.
3. Operations Committee – Thus. May 21st at 3:00 p.m.
4. Boards & Commission Candidate Review – Tue. May 26th at 4:30 p.m. due to Memorial Day.
5. City Council - Tue. May 26th at 6:00 p.m. due to Memorial Day.
6. Planning/Building Committee – Mon. Jun 1st at 5:15 p.m.
7. City Council / Parks Commission Joint Meeting – Mon. Jun. 1st at 6:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 9:15 p.m.
Young / Ekberg – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1059

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

**GIG HARBOR CITY COUNCIL SPECIAL MEETING
May 18, 2009 – 5:30 p.m.**

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

CALL TO ORDER: 5:30 p.m.

EXECUTIVE SESSION: To discuss pending litigation per RCW 42.10.110(1)(i).

MOTION: Move to adjourn to Executive Session at 5:31 p.m. for approximately 25 minutes for the purpose of discussing potential litigation per RCW 42.10.110(1)(i).
Conan / Kadzik – unanimously approved.

MOTION: Move to return to regular session at 5:50 p.m.
Conan / Kadzik – unanimously approved

ADJOURN:

MOTION: Move to adjourn at 5:50 p.m.
Malich / Kadzik – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1001-1004

Charles Hunter, Mayor

Molly Towslee, City Clerk

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Parks Commission

Date: April 1, 2009 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners: Michael Perrow, Jacquie Goodwill, Emily Cross, Nick Tarabochia and Jim Borgen; Staff Members: David Stubchaer, Lt. Bill Colberg and Terri Reed.

Others Present: Bill Bowers (YMCA) and Gary Williamson (Friends of Wilkinson Farm Park)

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Approval of Minutes	March 4, 2009 Minutes	Motion: Move to approve March 4, 2009 minutes as presented. Goodwill / Cross – unanimously approved.
OLD BUSINESS:		
Wilkinson Farm Park Update	<p>Bill Bowers gave an update on the Friends and Servants program. The YMCA has not approved a staff person to help with the youth program so the work will need to be project-based.</p> <p>Gary Williamson reported that the Friends of Wilkinson Farm (FWF) will not be able to support a garden this year. A lead group is needed to take on this task. There is also a need for netting to keep the deer out of the garden.</p>	<p>Lead group and volunteers are needed for the garden.</p> <p>Commission member Tarabochia can provide the netting when needed.</p>
Park Security	<p>The Commission members expressed their concerns of parks vandalism and illegal activities in the parks to Lt. Bill Colberg from the Police Department.</p> <p>Lt. Colberg explained that the Police Department currently has staffing difficulties and an increased in serious crimes in the area. He said that they would do their best to monitor the parks and they would try and do some walk-throughs in Grandview Forest Park.</p>	

Topic / Agenda Item

Main Points Discussed

**Recommendation/Action
Follow-up (if needed)**

	Lt. Colberg mentioned the Police Department’s concern of patrolling the new portion of the Cushman Trail. He felt it would be best patrolled with some type of “Gator” vehicle.	City staff has expressed their desire to be able to retain the Gator that Stan Palmer Construction was required to have available for trail construction.
Parks Appreciation Day (PAD) 2009	Commission Chair Perrow gave an update on the planning for PAD.	Commissioner park assignments were verified. Commission has invited Council members to participate as site leaders.
PROS Plan Update	Public Works Director Stubchaer reported that the Parks plan may just get an update which would cover any grant requirement needs. A comprehensive PROS Plan may have to wait until there is a budget for a proper survey.	
Sand Volleyball Courts Update	Public Works Director Stubchaer explained that staff had recently met with the Sand Volleyball Group and has been given a list of projects the group desires for the park area. The group was informed that the City had no money available for the projects and that they would have to pursue grants and volunteer opportunities.	Commission member Borgen will contact the Volleyball group about PAD projects.
Cushman Trail Update	Public Works Director Stubchaer gave an update on the trail construction concerns expressed by the Ridge Condo development. He explained that the City and County are working to get TPU approval for planting some trees to screen them from the structure behind their development.	
Adopt-A-Planter Update	Commission member Goodwill made contact with Carola Stark from GHHWA about the possibility of them taking on and managing a City planter program.	Staff will forward planter location information to Commission member Goodwill to pursue this opportunity further with GHHWA and Laureen Lund.
NEW BUSINESS:		
Commission Positions	Due to his yearly scheduled absence in the summer months from the Commission, Vice Chair Tarabochia will not be moving to the Commission Chair position this year.	Motion: Move to nominate Jacquie Goodwill as Chair and Nick Tarabochia as Vice Chair of the Parks Commission. Borgen / Cross – unanimously approved.
Jerisich Park Proposal	The GHHWA was not present to give their presentation. Public Works Director Stubchaer went over the	Motion: Move to accept this as part of the Parks Commission and that we would like the City and staff to give us input as it progresses so that we can suggest direction.

Topic / Agenda Item**Main Points Discussed****Recommendation/Action
Follow-up (if needed)**

	general concept, which includes moving the paper boxes, dumpster and monument.	Tarabochia / Goodwill – unanimously approved. GHHWA can provide more information at May Commission meeting.
PARK UPDATES:	Commission members expressed their dislike of the construction signs posted on the Eddon Boat Building and hoped that they would be removed when the painting begins.	The Parks Commission would like to be the ones to invite the Bujacich family to the Opening Day Ceremony of Kenneth Leo Marvin Veterans Memorial Park on May 20 th .
PUBLIC COMMENT:	None	
NEXT PARKS MEETING:		May 6, 2009 @ 5:30 p.m.
ADJOURN		Motion to adjourn. Tarabochia / Cross

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

City of Gig Harbor Operations & Public Projects
(*Council Committee Ekberg, Franich, and Payne*)

Date: Thursday, April 16, 2009 Time: 3:30 p.m. Location: Public Works Conf Rm Scribe: Maureen Whitaker

Commission Members and Staff Present: Councilmembers Steve Ekberg, Jim Franich and Tim Payne; David Stubchaer, PW Director, Jeff Langhelm, Sr. Engineer, Emily Appleton, Sr. Engineer, and Maureen Whitaker, staff.

Others Present: John Chadwell, OPG;

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p>1. NPDES Stormwater Code Revisions and New Manual Adoption.</p>	<p>Jeff Langhelm presented two draft ordinances for the new stormwater regulations which must be in place by August 15, 2009.</p> <p>Ordinance 1 relates to illicit discharge detection and elimination which would add a new chapter 14.30 to the Gig Harbor Municipal Code and the adoption of new regulations for grading and stormwater. This ordinance was adopted six months ago by the City of Bainbridge, reviewed by our City Attorney, and approved by the Department of Ecology (DOE). It has been revised to fit the City's needs. The ordinance includes an enforcement and civil penalty section for violators.</p> <p>Ordinance 2 repeals the stormwater code and is much shorter and consolidated to remove duplicate information. The city's new manual will be a technical equivalent to Pierce County's manual, which is also an equivalent to DOE's manual. The NPDES permit requires that we have a stormwater manual that is technically equivalent to Pierce County. Almost all of western Washington cities use an equivalent of Pierce County's manual. Our new manual will be much easier to enforce and a simpler,</p>	<p>The Council committee recommended that a visual flow chart and an "as is and to be" document be provided to full Council to illustrate the new process when the ordinances are presented.</p>

Topic / Agenda Item

Main Points Discussed

Recommendation/Action Follow-up (if needed)

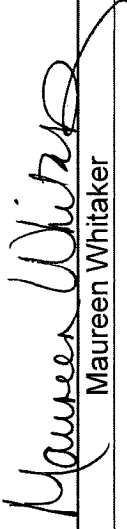
<p>2. Comprehensive Plan Amendment - Contract Amendment / HDR.</p>	<p>more consistent document for contractors. Local contractors are already accustomed to working with Pierce County's manual therefore the transition should be simple.</p> <p>A new Grading chapter will be added. Currently the City does not have one and have had only the International Building Code (IBC) to use. This new chapter is a compilation of the City of Mukilteo, IBC, and Pierce County's stormwater manual.</p> <p>Chapter 14.20 will remove the Drainage permit and add a new Civil and Grading permit provision. This will include adding civil permit application provision and bonding procedures. Currently there is no code provision in place for a civil process. Mr. Langhelm noted that the city's current drainage permit is in need for improvement.</p> <p>Mr. Langhelm described the process for adopting the new manual: the SEPA process will begin in May, seek council approval at the last meeting in June or first meeting in July in order to meet the adoption date of August 15th.</p> <p>There was a lengthy discussion pertaining to low-impact development that included retention ponds, pervious vs. impervious surfaces, infiltration slopes, rain gardens and upcoming new state regulations slated for 2012.</p> <p>PW Director Stubchaer provided background of the city's contract HDR Engineering, Inc. for their request for additional compensation. The original contract was awarded in September 2007 which provided assistance with Chapter 11, future and long range models, impact fee, and 6 & 20 yr. TIP. The comprehensive plan work was an addendum to the Level 2 screening work. Mr.</p>	<p>The Council Committee recommended that staff proceed to submit the addendum to full Council for consideration.</p>
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Topic / Agenda Item

Main Points Discussed

Recommendation/Action Follow-up (if needed)

	<p>Stubchaer stated that as he understood HDR's request for additional compensation, that initially when the requests came in, there was enough money but as the contact stretched on, less funds were available. Senior Engineer Emily Appleton stated that when the additional work was requested, a review of the original scope and budget indicated that the additional work could be accommodated within the original budget. As the contract continued beyond the original completion date, more meetings and additional modeling scenarios were needed to make decisions regarding the development of transportation improvement projects, the original budget dwindled and was not sufficient to cover much of the additional work.</p> <p>Gus Garcia of HDR Engineering Group was available to provide background information and answer any questions.</p> <p>Councilmember Payne asked at what point did HDR notify the city about the tasks that were above and beyond the scope. Ms. Appleton responded that the city received a letter last fall in 2008. Mr. Payne emphasized that HDR should have had the extra work requests authorized in writing prior to doing the work.</p> <p>Mr. Stubchaer stressed that he has implemented a new process and will not allow any out of scope work or work that exceeds the contract amount unless City Council approves a contract amendment first, and that change order authority granted by Council on a project by project basis, will also help avoid being in this situation again. He also stated that more than one staff person will review all future consultants' scopes of work.</p> <p>There was discussion about the remaining work to</p>	<p>The Council Committee was pleased that steps are being taken to avoid this situation in the future.</p>
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Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>complete the 50th Street design. There remains to be a 125-ft. dirt gap between the roadway that needs to be completed. There is a fish culvert requirement by the Department of Fish and Wildlife. Mr. Stubchaer will request a proposal from HDR for this portion of the design and permitting work.</p> <p>There was discussion about the best method to complete the remaining work with current budget constraints.</p>	
<p>3. City-wide Traffic Concurrency Model Update</p>	<p>Ms. Appleton explained the city's methodology for traffic modeling. A baseline was established in 2005/6 by using estimates from the ITE manual. The city took new counts in 2008/9, removed all projects from the pipeline that have been built, and recalibrated the model accordingly. The current model now reflects a more accurate model with counts from localized traffic.</p>	<p>Councilmember Franich requested to see the actual model "run" at a later date.</p>
<p>4. Latecomer's Street Agreement</p>	<p>Mr. Stubchaer explained that a requirement of the Development Agreement with the Hospital and Quadrant, the city is obligated to look at other funding options. Currently SEPA is the vehicle in place and has worked favorably in the past.</p>	<p>Councilmember Ekberg stated that we should continue with our good faith efforts and said that we have never done a street latecomer's agreement in the past.</p> <p>Councilmember Payne expressed interest in the City Attorney's opinion. The City Attorney will be invited to the next meeting.</p>
<p>Meeting adjourned at 5:12 p.m.</p>	<p>Respectfully submitted:  Maureen Whitaker</p>	

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 05/07/2009

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20090831

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
4. JULEP NAIL PARLOR COMPANY	JULEP NAIL PARLOR 4751 POINT POSDICK DR NW #200 GIG HARBOR WA 98335 2320	404132	SNACK BAR

Subject: Skansie Brothers House – Furniture
In Storage

Proposed Council Action:
Adopt Resolution No. 789 declaring Skansie
Furniture surplus and eligible for sale

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Historic Preserv. Coordinator
For Agenda of: May 26, 2009
Exhibits: Resolution and Memo

Concurred by Mayor: _____ Initial & Date
Approved by City Administrator: PKK May 20/09
Approved as to form by City Atty: okay email
Approved by Finance Director: OR 5/20/09
Approved by Department Head: _____

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

INFORMATION / BACKGROUND

When the Skansie Brothers site was purchased, the contents of the house were inventoried by the Gig Harbor Peninsula Historical Society (GHPHS). The items were subsequently removed and stored in a commercial storage locker when the interior of the house was cleaned and painted. Not all of the items in storage are in good enough condition to reuse. There are also a number of pieces that do not characterize the earlier time-frame representative of the Skansie family history. (see attached memo) The City's Historic Preservation Coordinator, the GHPHS curator, and the City's Public Works Superintendent reviewed the items and have recommended that the more contemporary furnishings (1950's and later) be surplused. There is enough room to store the remaining furnishings on the second floor of the Skansie house and their relocation will eliminate storage fees.

FISCAL CONSIDERATION

There are no fiscal impacts.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 769 declaring City furniture surplus and eligible for sale.

RESOLUTION NO. 789

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY FURNITURE SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the City is reviewing all home furnishings from the Skansie Brothers Park home and because of limited space several contemporary pieces will be surplused; and

WHEREAS, the Gig Harbor Peninsula Historical Society has reviewed the list and concurs with the list of furniture to be surplused; and

WHEREAS, the City may declare such furniture surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus and to be taken to auction the following items:

1. French Provencial Sideboard
2. Dining Room Table, three table extensions and four dining room chairs
3. Sewing Machine
4. Bedroom Set

PASSED ON THIS 26th day of May, 2009.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 05/18/09
PASSED BY THE CITY COUNCIL: 05/26/09
RESOLUTION NO. 789



MEMO: Vicki Blackwell, Curator
Gig Harbor Peninsula Historical Society (GPHS)
DATE: May 18, 2009
RE: Skansie Brothers Furnishings & Database of Items
FROM: Lita Dawn Stanton, Historic Preservation Coordinator

The City is reviewing all Home Furnishings from the Skansie Brothers Park home currently in storage. Because of limited space, it was decided that some contemporary (1950's and later) pieces and upholstered items in very poor condition will be disposed of or surplused. All other items that represent the early years (pre-1950's unless otherwise noted) and lifestyles of the Skansie brothers and family will be moved back into the house and stored there.

Attached are the database records developed by you (GPHS), and recent photographs of the Skansie furnishings in the storage unit. After meeting with you last week, we agreed to group them in the following manner:

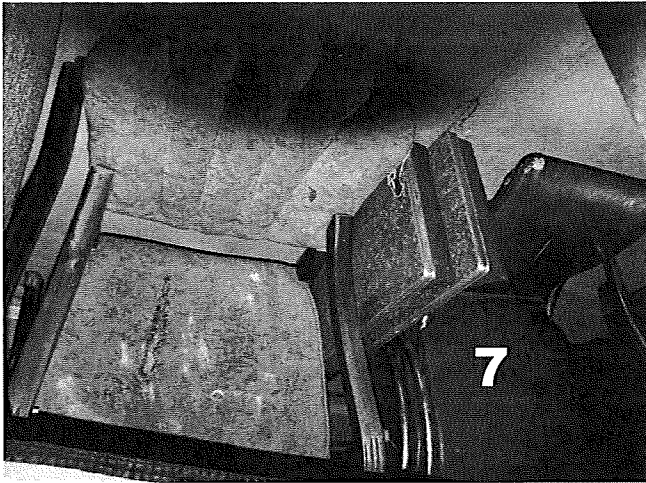
1. Disposal
2. Surplus
3. Store in House.

The list of items below include our recommendations:

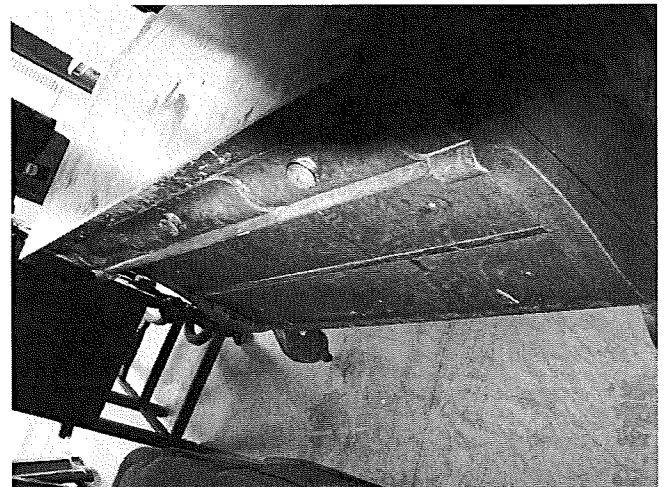
- **Upholstered Chair and Matching Couch** -- will not be returned to the home. They are in very poor shape (stained, torn upholstery, worn areas) and could not be reused in their current condition. The cost to reupholster each item is not in the city's budget and the Museum is not interested in restoring them. The style and time period of these items are not considered particularly valuable and, because of their condition, it is unlikely that they can be surplused. **RECOMMENDATION: Disposal.**
- **French Provincial Sideboard** -- recent (1950's or later) item that is not representative of the early year's. **RECOMMENDATION: Surplus**
- **Classic Red Diner Table and 2 Chairs** -- will need re-upholstery but represents an important kitchen nook amenity and lifestyle story for the time period. **RECOMMENDATION: Store in House.**
- **Bed Headboards and Frames** -- may not be reused in the future but because they are compact, can be easily stored on the 2nd floor of the house. **RECOMMENDATION: Store in House.**
- **Dining Room Table, 3 Table Extensions and 4 Dining Room Chairs** -- recent (1950's or later) furnishings. It's unlikely that they could be reused because of limited space. They do not represent the earlier targeted time frame. **RECOMMENDATION: Surplus**

- **Sewing Machine** – recent item (1950's or later) and not relevant to the earlier timeframe. **RECOMMENDATION: Surplus**
- **Bedroom Set** -- recent items (1950's or later) chest of drawers and nightstand does not represent the earlier timeframe. **RECOMMENDATION: Surplus**
- **All Other Items** – will be stored in the house. They include bedroom furnishings, single upholstered and wood chairs, credenza's, a mirror, lamps, side tables and misc. (see attached) **RECOMMENDATION: Store in House.**

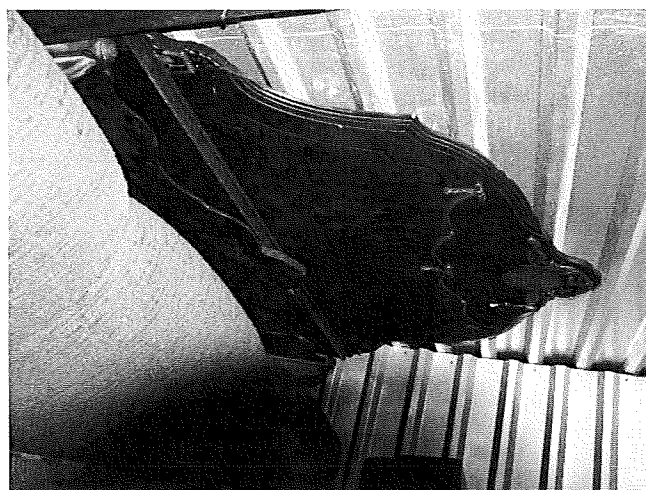
All items that are listed for Disposal or Surplus have been reviewed by the GPHS. It is my understanding that GPHS is not interested in acquiring or storing these pieces for future use in the Harbor History Museum.



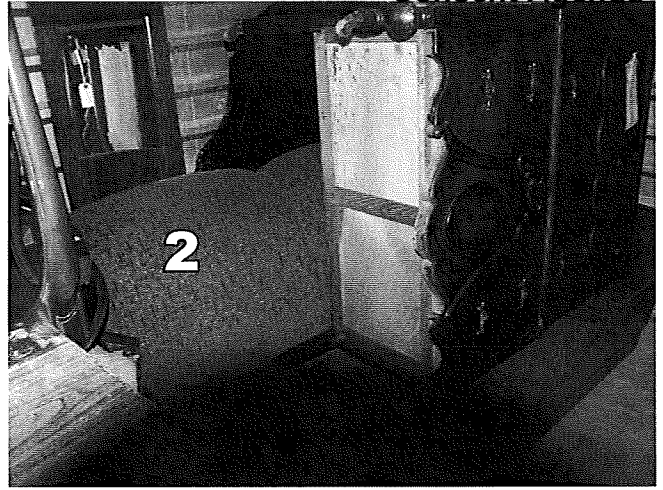
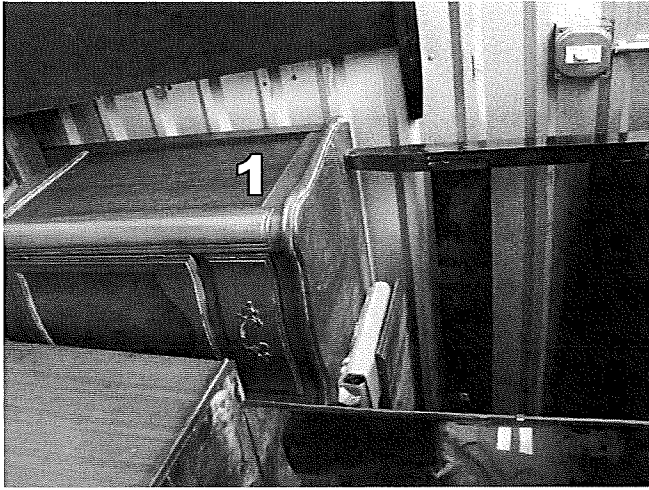
Store #7 Diner Set and Oak Sideboard



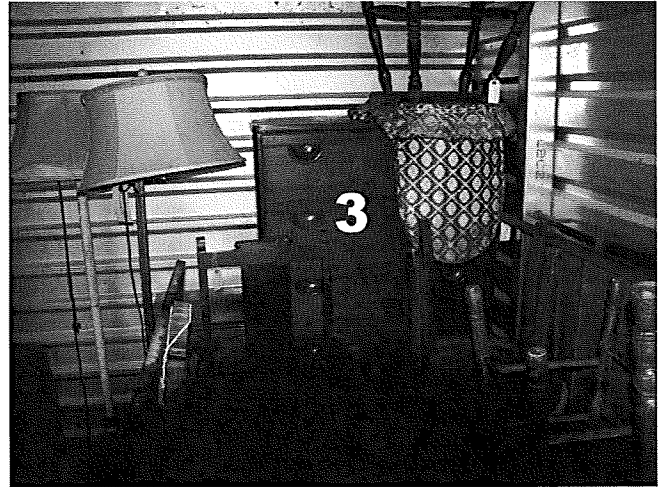
Store Sideboard and Oak Chest of Drawers



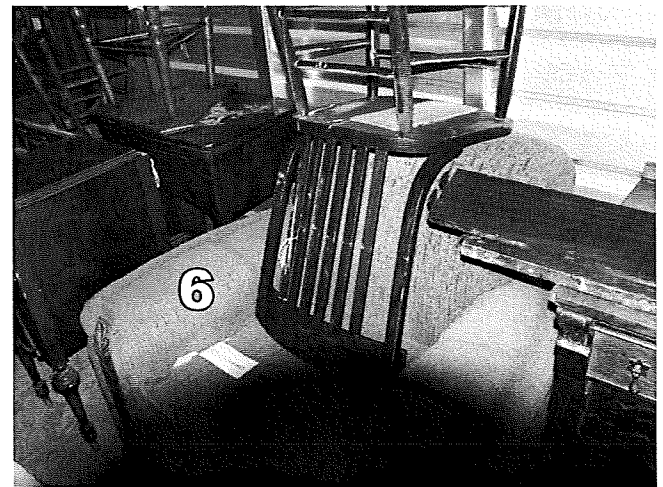
Dispose of Upholstered Couch / Store Bedframe Headboards and Floor Lamps
All other items will be stored.



#1 Surplus French Provincial Sideboard / Dispose of #2 Upholstered Couch



Storage Unit Phot / Surplus #3 1950's Bedroom set (Chest of Drawers and Nightstand)



Surplus #4 Dining Room Table, Extensions and #5 Chairs / Dispose of #6 Upholstered Chair



Subject: Resolution - Processing eleven and rejecting one 2009 Comprehensive Plan amendment application.

Proposed Council Action:

Approve resolution forwarding Comprehensive Plan amendment applications COMP-09-0001, COMP-09-0002, COMP-09-0003, COMP-09-0004, COMP-09-0005, COMP-09-0007, COMP-09-0008, COMP-09-0010, COMP-09-0011, COMP-09-0012 and COMP 09-0009 as amended to the Planning Commission for further processing and rejecting application COMP-09-0006 for further processing.

Dept. Origin: Planning

Prepared by: Jennifer Kester Senior Planner

Handwritten signature: Jk for

For Agenda of: May 26, 2009

Exhibits: Resolution; Council Bill on applications from May 11, 2009 meeting without exhibits

Initial & Date

Concurred by Mayor:

Handwritten: CLH May 18, 09

Approved by City Administrator:

Handwritten: RJK

Approved as to form by City Atty:

Handwritten: approved by e-mail

Approved by Finance Director:

Handwritten: DR 5/18

Approved by Department Head:

Handwritten: Jk for Tom Pelen

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

On May 11, 2009, the City Council evaluated the comprehensive plan amendment applications submitted for the 2009 annual cycle, and held a public hearing on such applications. As allowed by GHMC 19.09.130 and GHMC 19.09.140, the Council selected which applications would be forwarded to the Planning Commission to be processed and which applications would not be processed during this cycle.

The 2009 Comprehensive Plan amendment cycle had twelve (12) applications on the docket. Nine (9) are sponsored by the City and three (3) are from private-party applicants. Four (4) are applications to amend land use designations.

After the public hearing, the Council decided to accept eleven of the twelve applications for Comprehensive Plan amendments in the 2009 cycle and to forward them to the Planning Commission for hearing and further processing. Application COMP 09-0006 was rejected for further processing during the 2009 cycle. At the hearing, Paul Cyr, on behalf of Dorothy Stroh and the Stroh family, requested that the City Council consider his request to add two parcels, currently occupied by Stroh's Feed & Garden Supplies and United Rentals, to the city's water system service area in the 2009 review cycle. The Council accepted Mr. Cyr's request and directed staff to forward the amendment to the Planning Commission to be reviewed as part of application COMP-09-0009.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None solicited.

RECOMMENDATION / MOTION

Approve resolution forwarding Comprehensive Plan amendment applications COMP-09-0001, COMP-09-0002, COMP-09-0003, COMP-09-0004, COMP-09-0005, COMP-09-0007, COMP-09-0008, COMP-09-0010, COMP-09-0011, COMP-09-0012 and COMP 09-0009 as amended to the Planning Commission for further processing and rejecting application COMP-09-0006 for further processing.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S COMPREHENSIVE PLAN, FORWARDING COMPREHENSIVE PLAN AMENDMENT APPLICATIONS COMP-09-0001, COMP-09-0002, COMP-09-0003, COMP-09-0004, COMP-09-0005, COMP-09-0007, COMP-09-0008, COMP-09-0009, COMP-09-0010, COMP-09-0011 AND COMP-09-0012 TO THE PLANNING COMMISSION FOR A HEARING AND FURTHER PROCESSING; AND REJECTING COMPREHENSIVE PLAN AMENDMENT APPLICATION COMP-09-0006 FOR PROCESSING DURING THE 2009 COMPREHENSIVE PLAN ANNUAL CYCLE.

WHEREAS, except under circumstances not applicable here, the Growth Management Act prevents the City from processing comprehensive plan amendments more than once per year; and

WHEREAS, the City of Gig Harbor has adopted regulations for the processing of comprehensive plan amendments in chapter 19.09 GHMC; and

WHEREAS, under GHMC 19.09.130 and GHMC 19.09.140, the City Council evaluates the submitted comprehensive plan amendment applications and determines which applications will be processed further during the annual cycle; and

WHEREAS, on May 11, 2009, the City Council evaluated the comprehensive plan amendment applications submitted for the 2009 annual cycle, and held a public hearing on the applications; and

WHEREAS, GHMC 19.09.140 requires that all comprehensive plan amendment applications which will not be processed be addressed in a resolution; Now, Therefore,

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

Section 1. The City Council decided, after a public hearing, to accept comprehensive plan amendment applications COMP-09-0001, COMP-09-0002, COMP-09-0003, COMP-09-0004, COMP-09-0005, COMP-09-0007, COMP-09-0008, COMP-09-0010, COMP-09-0011, COMP-09-0012 and forward them to the Planning Commission for further processing. The applications are described in the City Council Agenda Bill for the City Council meeting of May 11, 2009, which is hereby incorporated by reference.

Section 2. The City Council decided, after a public hearing, to accept and forward an amended version of comprehensive plan amendment application COMP-09-0009 to the Planning Commission for further processing. The City Council amended the application to include the request of Paul Cyr, on behalf of Dorothy Stroh and the Stroh family, to add two parcels, currently occupied by Stroh's Feed & Garden Supplies and United Rentals, to the city's water system service area.

Section 3. The City Council determined that proposed comprehensive plan amendment application COMP-09-0006 (RB-1 Area-Wide Land Use Map Amendments) will not be processed during the 2009 annual comprehensive plan amendment cycle. The Planning Commission's proposed amendment included the review of three areas within the City which have RB-1 zoning. The Council's rejection is based upon the following findings:

FINDINGS:

1. Two of the three locations are either fully developed or have vested applications related to the property. The third location is primarily occupied by a nonconforming use which will not likely be affected by a land use or change.
2. Given the acceptance of eleven comprehensive plan amendments for the 2009 cycle, the planning staff and planning commission workload cannot accommodate an application which includes three additional land use map amendments.
3. This amendment, intended to resolve inconsistencies between the land use map and zoning map, can be included as part of the state-mandated GMA 2011 Comprehensive Plan review and revision.

RESOLVED by the City Council this ___th day of ____, 2009.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

Filed with the City Clerk:
Passed by the City Council:
Resolution No.



Subject: Public Hearing on 2009 Comprehensive Plan Amendment Docket

Proposed Council Action: Review and consider the proposed 2009 Comprehensive Plan amendments and decide which applications will be forwarded to the Planning Commission to be processed and which applications that will not be processed at this time.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: May 11, 2009

Exhibits: Application materials for comprehensive plan amendments

Initial & Date

Concurred by Mayor:

CLH 5/6/09

Approved by City Administrator:

RJK

Approved as to form by City Atty:

email 4/29

Approved by Finance Director:

N/A

Approved by Department Head:

TD 5/6/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The Planning Department has docketed the proposed Comprehensive Plan amendments submitted for the 2009 review cycle. The submittal deadline for the 2009 review cycle was February 27, 2009. As required by Chapter 19.09, the Planning Department has reviewed each application and has determined that each application is complete. The City Council should now hold a public hearing and make a final decision on which amendments will proceed through the annual amendment process. The Council should separate the applications as to which applications will be forwarded to the Planning Commission to be processed from those applications that will not be processed at this time. The Council's findings and conclusions on how the applications will be processed during this annual amendment cycle will be incorporated into a resolution to be presented in a subsequent council meeting.

The 2009 Comprehensive Plan amendment cycle has twelve (12) applications on the docket. Nine (9) are sponsored by the City and three (3) are from private-party applicants. Four (4) are applications to amend land use designations. Below is a brief description of each application on the docket. The basic application materials for each amendment are attached.

- 1. COMP-09-0001: Water System Service Area Amendment,** The proposed Comprehensive Plan amendment, requested by North Pacific Design, Inc., would add one parcel along Wollochet Drive to City's Water Service Area.
- 2. COMP-09-0002: Parks, Recreation and Open Space Element,** the proposed Comprehensive Plan text amendment, requested by the Planning Department, would

remove the PROS Plan from the existing Comprehensive Plan. The current plan expires in May of 2009 and the updated plan is not expected until next year. Retaining an out of date PROS plan in the Comprehensive plan will create inconsistencies in the Capital Facilities Plan. The Growth Management Act does not require this element as it is an unfunded mandate.

3. **COMP-09-0003: Transportation Element**, the proposed Comprehensive Plan text amendment, requested by the Public Works Department, would create a general transportation improvement plan that will be the basis for the 6-year transportation improvement plan that is required to be updated every year separate from the Comprehensive Plan. Other minor amendments are included in this application.
4. **COMP-09-0004: Sunrise Enterprises Land Use Map Amendment**, the proposed land use map amendment, requested by Carl Halsan on behalf of Walter H. Smith, would change the land use designation of approximately 15.53 acres located along Burnham Drive NW and 112th Street NW, currently occupied by a contractor's yard, from Employment Center (EC) to Commercial Business (C/B)
5. **COMP-09-0005: Haven of Rest Land Use Map Amendment**, the proposed land use map amendment, requested by Haven of Rest, would change the land use designation of approximately 3.4 acres of property north of Rosedale Street from Residential Low (RL) to residential Medium. The applicant has also proposed entering into a development agreement with the City to limit the eventual rezoning of this property to the R-2 zone if the Comprehensive Plan amendment is approved.
6. **COMP-09-0006: RB-1 Area-Wide Land Use Map Amendments**, the Planning Commission has requested that the Council allow them to review the appropriateness of the land use designation at the following three locations with RB-1 zoning:
 - **Area 1:** The corner of Rosedale Street and Stinson Avenue. Currently zoned RB-1 with Residential Low and Residential Medium land use designations. Current uses include Dirtworks contractor's yard and a Century Tel building.
 - **Area 2:** The corner of 56th Street and 38th Avenue. Currently zoned RB-1 with Residential Low land use designation. Current uses include a gas station, preschool and medical offices.
 - **Area 3:** The corner of Peacock Hill Avenue and Ringold Street. Currently zoned RB-1 with Residential Low land use designation. The property is currently vacant; however, a preliminary plat has been approved for one of the parcels.
7. **COMP-09-0007: Stormwater Comprehensive Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to review the city's new Stormwater Comprehensive Plan for consistency with the Comprehensive Plan.
8. **COMP-09-0008: Wastewater Comprehensive Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to review the city's new Wastewater Comprehensive Plan for consistency with the Comprehensive Plan.

9. **COMP-09-0009: Water System Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to review the city's new Water System Plan for consistency with the Comprehensive Plan.
10. **COMP-09-0010: Capital Facilities Plan**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, for the annual update to capital facilities plan and project lists.
11. **COMP-09-0011: Utilities Element**, a proposed Comprehensive Plan text amendment, requested by the Public Works Department, to update the Utilities element to be consistent with the new Water System Plan.
12. **COMP-09-0012: 3700 Grandview Street Land Use Map Amendment**, a proposed land use map amendment, sponsored by the City Council and requested by MP8 LLC / PIONEER & STINSON LLC, to change the land use designation for 2 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation, with an accompanying development agreement.

POLICY ANALYSIS

A. Selection Criteria. Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

1. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and
2. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments. (GHMC 19.09.130)

B. Staff Recommendations. Staff believes that eleven of the twelve amendments should be forwarded onto the Planning Commission for processing in the 2009 cycle. Below is brief analysis of the amendments against the criteria in GHMC 19.09.030. Staff has grouped similar amendments together for purposes of analysis. Private-party sponsored amendments have been analyzed separately.

1. **COMP-09-0001: Water System Service Area Amendment.** This application would amend the new water system plan to expand the City's water service area to include a 3.69 acre, RB-2 zoned parcel along Wollochot Drive. The applicant would like to build a commercial development on the site. The staff is recommending that this amendment be processed in the 2009 cycle. The site is currently vacant and the existing water purveyor, Stroh's Water System, does not have any available ERUs to allocate the project. Without water, the site will remain undeveloped. While the staff is not recommending approval of this amendment at this time, the staff believes the lack of water from the current purveyor and the desire of the developer to build warrants a review of the City's current water service area boundaries.

2. **Infrastructure Elements and Functional Plans** (COMP-09-0002, COMP-09-0003, COMP-09-0007, COMP-09-0008, COMP-09-0009, COMP-09-0010, and COMP-09-0011). This group includes updates to the Parks, Recreation and Open Space Element; Transportation Element; Utilities Element; Capital Facilities Element; and updates to the City's water, stormwater and wastewater plans. Amendments to infrastructure elements and functional plans are necessary for the city to continue to provide infrastructure for current citizens and future growth. These must be updated on a regular basis to account for changing conditions in the City and provide concurrency for projects.

3. **COMP-09-0004: Sunrise Enterprises Land Use Map Amendment.** The applicant is requesting an amendment to the land use designation of 15.53 acres currently occupied by a contractor's yard, from Employment Center (EC) to Commercial Business (C/B). The property subject to this amendment was annexed to the City on April 6, 2009. The City zoning for the property is Employment District (ED). The previous County land use designation and zoning were Community Center (CC), a commercial designation/zone. The City adopted its pre-annexation land use designations for this area in the City's original Comprehensive Plan in 1994. This was prior to the development of Borgen Boulevard, Gig Harbor North retail, Harbor Hill Business Park, and St. Anthony Hospital and the land use designation change which allowed Costco. The staff believes that these changes in circumstances in the surrounding area and previous County designation/zoning warrant a review of the proposed amendment.

4. **COMP-09-0005: Haven of Rest Land Use Map Amendment.** Haven of Rest is requesting an amendment to the land use designation of approximately 3.4 acres of their property from Residential Low (RL) to Residential Medium (RM), with the eventual rezoning of the property to R-2. This property has been in the City since 1965; however, the majority of Haven of Rest's land abutting to this property was annexed to the City on February 23, 2009. In 2008, the City changed the land use designation of Haven of Rest's abutting property within the annexation area to RM. In addition, in 2008, the City added cemeteries as an allowed conditional use in the R-2 zone. The application materials do not indicate if Haven of Rest intends to expand the cemetery or sell the property if this amendment is approved. That staff believes the recent annexation, land use designation change of abutting properties and changes in allowed uses result in circumstances which warrant a review of the proposed amendment.

5. **COMP-09-0006: RB-1 Area-Wide Land Use Map Amendments.** The Planning Commission would like to review the appropriateness of the land use designation at the three locations with RB-1 zoning: Rosedale Street and Stinson Avenue, 56th Street and 38th Avenue and Peacock Avenue and Ringold Street. They have not proposed any land use designation for the three locations. They would like the opportunity to make a recommendation on the appropriate designation after public hearings. This amendment is the culmination of a multi-year process to review every RB-1 zoning district in the City and UGA to determine the appropriateness of the zoning. These three locations were identified as property with inconsistent land use designations given the current zoning and/or uses of the property and surrounding neighborhood. The staff is recommending that this amendment not be processed this year given the number of other land use amendments included in the cycle and the staff's current workload. The staff is

supportive of resolving these inconsistencies and believes that such should be done as part of the state-mandated GMA 2011 Comprehensive Plan review and revision.

6. **COMP-09-0012: 3700 Grandview Street Land Use Map Amendment.** A similar application was denied in the 2008 Comprehensive Plan review cycle due to inconsistency with the Comprehensive Plan and the surrounding neighborhood, a lack of opportunity for the Planning Commission to review the final version of the development agreement and the need to make a decision by the end of 2008. However, the City Council felt it was important that the public process continue and the Planning Commission see the most recent version of the proposed future development; therefore, the Council initiated this amendment for the 2009 cycle on February 23, 2009. The Council made the following motion:

Move for Council to initiate a Comprehensive Plan Amendment for 3700 Grandview Street through the 2009 process, this in no way is a Council recommendation, and this Comprehensive Plan Amendment will be treated and processed in the exact same manner as all other amendments of this year with no special consideration.
Passed 4-3.

While the City is the official applicant, the property owner has agreed to provide any necessary documentation for the application. The property owner would like a land use designation change from Residential Low (RL) to Residential Medium (RM) of two acres for the eventual rezone to RB-2. The owner is willing to limit the scope of any future development of the site through a development agreement as follows:

Tree Preservation: 38.4% retention on subject property; 41.4% retention on abutting R-1 zoning.

Buffering: 25 foot buffer planted with evergreen trees at a density that will achieve screening between the abutting R-1 zone and the residences along Butler Street.

Parking: 73 of the proposed 125 stalls to be in underground garages.

Building Size and Height: Two buildings proposed. The building along Stinson Avenue would not exceed 11,500 square feet on the first floor and 7,500 square feet on the second floor. The building along Pioneer would not exceed 14,000 square feet on the first floor and 9,000 square feet on the second floor. The second floors would be stepped-back from the first floor. The exposed building height would be limited to no more than 30 feet from any vantage point, if property is removed from the height restriction area. If the property remains in the height restriction area, the code allowed 16 feet would be met.

Setbacks: A 30 foot setback along Stinson and Grandview and a 25 - 40 foot setback along Pioneer Way.

ENVIRONMENTAL ANALYSIS

SEPA review will occur after the Council decides which comprehensive plan amendment applications will be forwarded to the Planning Commission.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None solicited. The Planning Commission will make a recommendation on those comprehensive plan amendment applications which the Council accepts and forwards to the Planning Commission for further processing.

RECOMMENDATION / MOTION

Motion: Move that all of the 2009 Comprehensive Plan Amendment applications be forwarded to the Planning Commission for further processing, according to code, with the exception of COMP 09-0006. Move that Application COMP 09-0006 be rejected for further processing during the 2009 cycle due to workload. Staff is directed to prepare a resolution reflecting these motions for the Council at the next Council meeting.



Subject: 2009 Traffic Model Update - PTV America, Inc. - Contract Amendment No. 1 - AM Model

Proposed Council Action: Authorize the execution of Contract Amendment No. 1 in the amount of \$6,500 to the Consultant Services Contract with PTV America, Inc. for the 2009 Traffic Model Update for an amended contract amount not to exceed \$20,500.

Dept. Origin: Public Works/Engineering

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

For Agenda of: May 26, 2009

Exhibits: First Amendment Consultant Services Contract with Scope and Fee

Initial & Date

Concurred by Mayor: *CLH May 20/09*
Approved by City Administrator: *PK*
Approved as to form by City Atty: *approval via email 5/12/09*
Approved by Finance Director: *DF 5/19/09*
Approved by Department Head: *DF 5/19/09*

Expenditure	Amount	Appropriation
Required \$20,500 (total)	Budgeted \$20,500	Required 0

INFORMATION / BACKGROUND

On February 9, 2009, City Council authorized the award and execution of a consultant services contract with PTV America for the 2009 Traffic Model Update and 2008 Capacity Availability Report. The City keeps track of transportation capacity for the p.m. peak hour as this generally represents the time of day when traffic congestion would be the worst. As a result, the 2009 Traffic Model Update has been completed to represent the p.m. peak hour. The results of this model update are also being used to further the (CSP-0901) Borgen/Burnham/SR16 Long Range Improvements project which is currently in the development stage with WSDOT. One of the WSDOT project development requirements is that the project be modeled in the a.m. and p.m. peak hours. The City had initially proposed to use the previously developed a.m. peak hour traffic model that was used for the 2007/2008 WSDOT project development at SR16 and Wollochet Drive for the Pierce Transit proposal. However, due to the recent decrease in traffic volumes that were demonstrated in the 2008/2009 p.m. peak hour counts obtained by the City, it appears that an updated a.m. peak hour model is warranted and may provide a more realistic scenario for the Borgen/Burnham/SR16 project development work.

FISCAL CONSIDERATION

The 2009 Budget includes a line item "Capacity Availability Report" with \$20,000 shown as the adopted amount (Account No. 101-017-543-30-41-56), this amount is sufficient to fund the original contract amount and CA#1. Along with the "line item Transportation Plan" (account no. 101-017-543-30-41-54), in the amount of \$4,500. This action would authorize an amended contract amount of \$20,500.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the execution of Contract Amendment No. 1 in the amount of \$6,500 to the Consultant Services Contract with PTV America for the 2009 Traffic Model Update for an amended total contract amount not to exceed of \$20,500.

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PTV AMERICA, INC.**

THIS FIRST AMENDMENT to that certain Consultant Service Contract dated February 9, 2009 (the "Agreement"), is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PTV America, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 1145 Broadway Plaza, Suite 605, Tacoma, Washington 98402-3583 (hereinafter the "Consultant").

WHEREAS, the parties desire to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, the amount of compensation paid by the City and the duration of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agreement as follows:

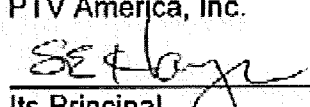
Section 1. Amendment to Scope of Work. Section 1 of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A**, attached to this Amendment and incorporated herein.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** in the amount of Six Thousand Five Hundred Dollars and No Cents (\$6,500.00), as set for on **Exhibit B**, attached hereto and incorporated herein.

Section 3. Duration of Work. Section IV of the Agreement is amended to agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement and the parties agree that the work described in **Exhibit A** shall be completed by July 31, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2009.

PTV America, Inc.
By: 
Its Principal

City of Gig Harbor
By: _____
Mayor

Notices to be sent to:

CONSULTANT
PTV America, Inc.
Attn: Robert Shull or Ed Hayes
1145 Broadway Plaza, Suite 605
Tacoma, Washington 98402-3583
(253) 272-4440

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

Exhibit A

Exhibit A AMENDED SCOPE OF WORK

City of Gig Harbor – Develop Morning Peak Travel Demand & IJR Model Runs - May 2009

The documentation task is described at the end of this section and is simply an amendment to incorporate the AM model information. It is anticipated that we will work closely with City of Gig Harbor staff to maximize the technology transfer and to insure that staff provides input on and is aware of all model assumptions.

Project Parameters

The goals of this agreement will be discussed with City of Gig Harbor staff at the beginning of the project. These are currently understood to update the travel demand model for the City of Gig Harbor, Washington to include the **morning peak hour** of travel. The specific tasks to achieve these goals include:

1. recalibration of the travel demand model using VISUM with updated vehicle counts, pipeline projects, recent improvements, and transportation improvement program (TIP) for the **AM peak hour** – the evening peak hour model was completed under a separate task
2. amend the 2008 Capacity Availability Report to include findings for the morning peak hour

Develop Updated Model & Scenario Evaluation

Recalibrate and validate the baseline model with new vehicle count and/or travel survey data, for the morning peak hour. This will require an update of trip generation rates and may be further revised during the actual calibration according to the results of the calibration runs. The external traffic counts, PSRC model, and previous Gig Harbor model will be used as the starting place for the evaluation and updating of external traffic, as requested. Validation will match the limits imposed by graphs on allowable screenline calibration errors and allowable link calibration errors in NCHRP 255 (pp 41, 49).

PTV will use the recently updated PM peak model for the network and starting point for estimation of parameters. The City of Gig Harbor will provide all necessary counts to be entered for validation of the morning peak hour model.

(estimated effort: 10 hours Principal, 24 hours Project Manager, 4 hours Associate)

Assist with scenario evaluation, including graphic layouts and data input and output of the AM peak model for both base and forecast years

(estimated effort: 4 hours Associate and 2 Project Manager per scenario)

A narrative of findings and the modeling process will be documented by PTV and all quantification of assumptions will be summarized for requested efforts. Documentation provided will allow a knowledgeable VISUM modeler to repeat all the processes undertaken and to run alternative scenarios based on the information it contains along with the set of computer files. Capacity evaluations needed by the City during the contract period may be included in the Capacity Availability Report, and funded under

Exhibit B

separate agreements. For budget and scope purposes these additional capacity evaluations are not considered in the hours and costs for the model update and pipeline scenario.

(estimated effort: 4 hours Project Manager and 2 hours Principal)

IJR Modeling Effort

Revise the IJR networks, execute the model procedures, and provide output for the BB-SR16 IJR process. The estimated effort will be 7.5 hours for an associate with an estimated total cost of \$900.

Exhibit B

BUDGET and SCHEDULE

The proposed budget for this project is presented in the following table. Work will be billed monthly based upon time and materials with a budget not to exceed \$6,500 for professional transportation demand model consulting services, and the tasks completed within 45 days of receiving all vehicle counts and necessary inputs (transportation facility improvement definition, etc.) for updating the baseline model. The understanding is that the model and data are available now and this effort is a priority with the city. The budget does not include capacity evaluations that would be funded under separate contracts.

Invoices will be submitted monthly per the contract. The estimated budget is shown in the following table and will be billed at actual WSDOT audited government rates for PTV America Inc. The intention is that the effort outlined in this scope of work will be conducted by PTV America Inc. staff in the Tacoma office.

**Gig Harbor Additional Task - Morning Peak Hour Model Development & IJR Modeling- April 2009
PTV America**

Task	Principal	Project Manager	Associate	Total Hrs.	Estimated Cost
Rate	\$ 143	\$ 100	\$ 70		
Update Model Network					
Recalibrate and validate baseline model for AM peak Run Model and Evaluate/Summarize Results - concurrency run	8	26	6	40	\$ 4,164
IJR model runs (2 scenarios)	0	2	5	7	\$ 550
					\$ 900
Documentation/Admin					
Documentation	2	4	0	6	\$ 686
Administration	0	2	0	2	\$ 200
Meetings/Presentations	0	0	0	0	\$ -
Total Labor	10	34	11	55	\$ 6,500
Estimated Direct Expenses					\$ -
Total					\$ 6,500



Subject: 2009 Traffic Model Update - AM Peak Hour Data Collection – Consultant Services Contract with All Traffic Data, Inc.

Proposed Council Action: Authorize the award and execution of a Consultant Services Contract with All Traffic Data, Inc. for the AM Peak Hour Data Collection to be used in the 2009 Traffic Model Update Project for an amount not to exceed \$4,000.

Dept. Origin: Public Works/Engineering

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

For Agenda of: May 26, 2009

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: *CLH May 20/09*

Approved by City Administrator: *DRK*

Approved as to form by City Atty: *Approved per email 5/13/09*

Approved by Finance Director: *DR 5/19/09*

Approved by Department Head: *DR 5/19/09*

Expenditure	Amount	Appropriation
Required \$ 4,000	Budgeted \$ 4,500	Required 0

INFORMATION / BACKGROUND

On February 9, 2009, City Council authorized the award and execution of a consultant services contract with PTV America for the 2009 Traffic Model Update and 2008 Capacity Availability Report. PTV America, Inc. has submitted a proposal to prepare the AM Traffic Model (see related Council Bill for this agenda). To facilitate the a.m. model development, a.m. peak hour traffic volumes need to be collected. Thirty-seven intersections have been identified for data collection. All Traffic Data, Inc. has submitted a proposal to provide 37 am peak hour intersection turning movement counts (collected between 7am and 9am) for \$4,000.

FISCAL CONSIDERATION

The 2009 Budget includes a line item "Transportation Plan" with \$4,500 shown as the adopted amount (Account No. 101-017-543-30-41-54). This line item was originally planned to be used if the proposed 2009 Transportation Element Comprehensive Plan Amendment required outside assistance. As this application is now in process, staff has determined that it can be completed entirely in-house. Staff proposes to use \$ 4,000 from the "Comprehensive Plan" line item to fund this contract.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a Consultant Services Contract with All Traffic Data, Inc. for the AM Peak Hour Data Collection to facilitate the 2009 Traffic Model Update for an amount not to exceed \$4,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ALL TRAFFIC DATA SERVICES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and All Traffic Data Services, Inc., a corporation organized under the laws of the State of Colorado, located and doing business at 2225 NE 27th Street, Renton, Washington 98056, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in City-wide Traffic Count Data Collection and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work dated May 5, 2009, 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 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

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Dollars and No Cents (\$4,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. 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 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. 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 15, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. **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.

10. **Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. **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.

12. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. **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 subconsultants 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.

14. **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.

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Public Works 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.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
All Traffic Data Services, Inc.
ATTN: Mark Skaggs, Project Manager
2225 NE 27th Street
Renton, WA 98056
(206) 251-0300
markskaggs@alltrafficdata.net

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

17. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____

By: _____

Its _____

Mayor Charles L. Hunter

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



Exhibit A

DATE: May 13, 2009

TO: City of Gig Harbor

FROM: All Traffic Data Services Inc.

SUBJECT: Proposal to complete 2009 AM intersection traffic counts

All Traffic Data proposes to collect turning movement counts between 7 and 9 AM, Tuesday-Thursday at the 37 locations designated by the city. ATD can begin data collection within one week of NTP and deliver the final data to the city no later than 4 weeks from the begin date.

ATD proposes a not-to-exceed sum of \$4000 for said 37 locations.

If you have any questions or concerns regarding this proposal, please contact Mark Skaggs of All Traffic Data at 206-251-0300 or markskaggs@alltrafficdata.net.

Thanks for your consideration,

Mark Skaggs
All Traffic Data Services Inc.
6401 Lake Washington Blvd SE
Newcastle, WA 98056

SCOPE OF WORK AND SCHEDULE OF RATES -- EXHIBIT A

No.	Node	Intersection Name	AM Intersection Turning Movement Count Cost
1	131526355	144th St Nw at 54th Ave Nw	\$100
2	131526364	144th St Nw at Peacock Hill Ave Nw	\$100
3	131527105	Purdy Dr Nw at 144th St Nw	\$100
4	131528076	Crescent Valley Dr NW at Vernhardson St NW	\$100
5	131528108	Borgen Blvd at Peacock Hill Ave Nw	\$100
6	131528135	Peacock Hill Ave at 96th St Nw	\$100
7	131528152	Rosedale St Nw at Skansie Ave	\$100
8	131528201	Stinson Ave at Rosedale St Nw	\$100
9	131528212	Hunt St Nw at 46th Ave Nw	\$100
10	131528224	Point Fosdick Dr Nw at 36th St Nw	\$100
11	131528261	56th St Nw at 38th Ave Nw	\$100
12	131528346	24th St Nw at 14th Ave Nw	\$100
13	131528971	Harborview Dr at N Harborview Dr	\$100
14	131528979	Harborview Dr at Stinson Ave	\$100
15	131529009	Pioneer Way at SR 16 WB Ramp	\$100
16	131529047	Pioneer Way at SR 16 EB Ramp	\$100
17	131529050	Soundview Dr at 64th St Nw	\$100
18	131529084	Olympic Dr at Hollycroft St	\$100
19	131529087	Reid Dr Nw at Hollycroft St	\$100
20	131529116	Olympic Dr at 56th St Nw	\$100
21	131529130	Olympic Dr at Point Fosdick Dr Nw	\$100
22	131529134	Olympic Dr at 50th St Ct Nw	\$100
23	131529135	38th Ave Nw at Briarwood Ln Nw	\$100
24	131529162	Olympic Dr at SR 16 EB Ramp	\$100
25	131529163	Olympic Dr at SR 16 WB Ramp	\$100
26	131529174	Wollochet Dr Nw at Hunt St Nw	\$100
27	131529262	24th St Nw at SR 16 WB Ramp	\$100
28	131529351	Stone Dr NW at 26th Ave NW	\$100
29	131529364	Pt Fosdick Dr NW at Stone Dr NW	\$100
30	131529604	Wollochet Dr NW at 40th St Nw	\$100
31	131529623	East Bay Dr NW at Wollochet Dr NW	\$100
32	131529743	Burnham Dr Nw at SR 16 EB Ramp	\$200
33	131649331	Borgen Blvd at SR 16 WB Ramp & Burnham Dr Nw	\$200
34	132226159	Borgen Blvd at Harbor Hill Drive	\$200

SCOPE OF WORK AND SCHEDULE OF RATES -- EXHIBIT A (continued)

No.	Node	Intersection Name	AM Intersection Turning Movement Count Cost
35	131526719	Purdy Dr Nw at SR 302	\$100
36	132226093	Key Peninsula Highway at State Hwy 302 KP N	\$100
37	132226132	SE Burley Olalla Rd at SR 16	\$100
	TOTAL		\$4,000



Subject: Boys and Girls Club Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements (EN-08-0047)

Dept. Origin: Public Works Department

Prepared by: Willy Hendrickson
Engineering Technician

For Agenda of: May 26, 2009

Exhibits: One Sanitary Sewer and one Storm Water Maintenance Agreements

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

Initial & Date

Concurred by Mayor: CLH May 20 /09
Approved by City Administrator: RJK
Approved as to form by City Atty: VIA EMAIL
Approved by Finance Director: NA
Approved by Department Head: DF 5/19/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

As a condition of project approval of the Boys and Girls Club project located at 8502 Skansie Avenue, Gig Harbor, Sanitary Sewer and Storm Water Facilities Maintenance Agreements 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)

BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND

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)

A PORTION OF SECTION 06, TOWNSHIP 21 N., RANGE 02 E., WILLAMETTE
MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

Assessor's Property Tax Parcel or Account number: 022106-3045

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 BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND, a NON-PROFIT ORGANIZATION, located and doing business at 1501 Pacific Avenue, Suite 301, Tacoma, WA 98402 (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 GIG HARBOR HOPE CENTER located at 8500 BLK. SKANSIE AVE., (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 BARGHAUSEN CONSULTING ENGINEERS, Inc., dated AUGUST 1, 2008 (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 N/A, 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 Owner:
RICKARD W. GUILD, PRESIDENT/CEO
BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND
1501 Pacific Avenue, Suite 301
Tacoma, WA 98402

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 5th day of August, 2008.

THE CITY OF GIG HARBOR

By: CHUCK HUNTER
Its Mayor

OWNER

By: BOYS AND GIRLS CLUB
OF SOUTH PUGET SOUND
Its: PRESIDENT/CEO

Print Name: RICKARD W. GUILD

APPROVED AS TO FORM:

ATTEST:

City Attorney

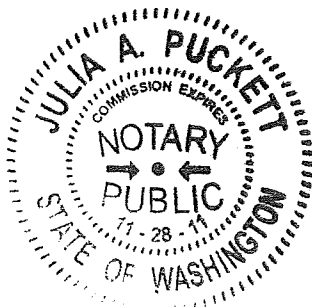
City Clerk

NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that RICKARD W. GUILD 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 President & CEO of the Boys & Girls of So Pierce County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

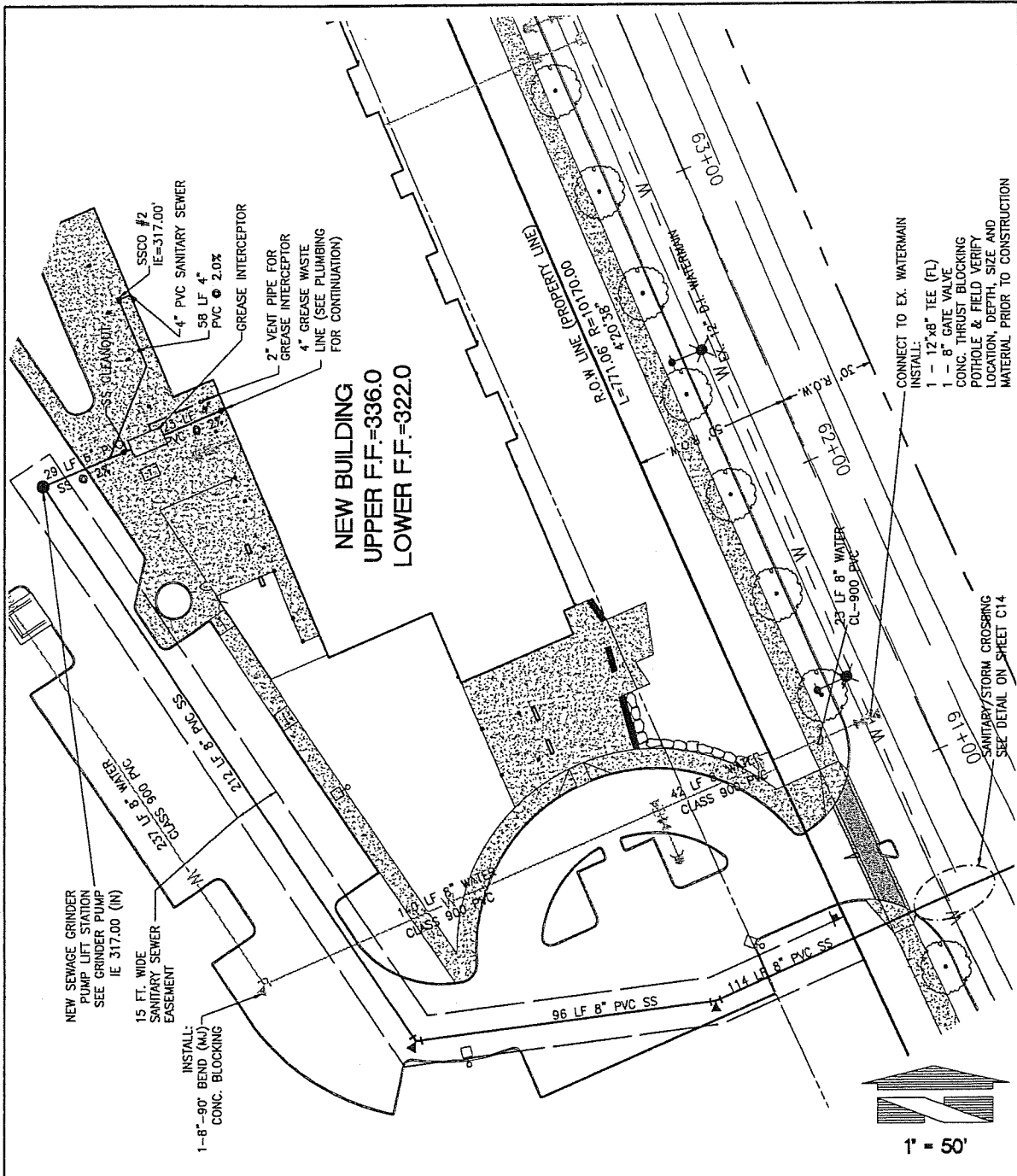
DATED: 08/05/2008



Julia A Puckett
Notary Public in and for the
State of Washington,
Title: CFO, BGCSPS
My appointment expires: 11/28/2011

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 06 Township 21 Range 02 Quarter 34 : COM AT SW COR OF
SW TH N 85 DEG 36 MIN 40 SEC E ALG S LI SD SUBD 670 FT TH N 02
DEG 34 MIN 33 SEC W 1530.77 FT TO A PT 605 FT E OF W LI SD SW
BEING POB TH N 00 DEG 12 MIN 32 SEC W PAR/W W LI SD SW TO INTER
N LI SD SW TH E ALG N LI TO INTER SWLY LI OF PROP CYD TO ST OF
WA #2420710 TH SELY ALG SD SWLY LI & SWLY LI OF PROP CYD TO ST
OF WA #244865 TO INTER A LI PAR/W & 1530 FT N OF S LI SD SUBD TH
S 85 DEG 36 MIN 40 SEC W ALG SD PAR LI 1092.01 FT TO POB LESS N
350 FT CYD TO CY OF GIG HARBOR PER AFN 99-05-26-0706 OUT OF
3-033 SEG L0416 12/21/99 MA (DC 3-1-00 CK)



File:P:\12000s\12505\exhibit\12505-esmt-sanitary sewer 11 of 12.dwg Date/Time:8/1/2008 1:39 PM Scale:1" = 1'_XREF_XREF_XREF_XREF_XREF


Job Number 12505	Designed <u>PAT</u> Drawn <u>AKA</u>	Scale: Horizontal 1" = 50' Vertical 1" = 50'	For: BOYS AND GIRLS CLUB
Sheet 11 of 12	Checked <u>PAT</u> Approved <u>PAT</u> Date <u>06/30/08</u>	 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: EXHIBIT B SANITARY SEWER EASEMENT

EXHIBIT 'C'

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, LYING WITHIN THE LIMITS OF A STRIP OF LAND 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE SOUTH 89°59'30" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 670.00 FEET;

THENCE NORTH 01°49'17" EAST 1530 FEET, MORE OR LESS, TO INTERSECT THE NORTH LINE OF THE SOUTH 1530 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 6, AT A POINT 605 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1110 FEET, MORE OR LESS, TO INTERSECT THE SOUTHWESTERLY LINE OF SKANSIE AVENUE BEING THE NORTHEAST CORNER OF SURVEY RECORDED UNDER RECORDING NUMBER 1796, SAID POINT BEING ON A CURVE FROM WHICH THE RADIAL CENTER BEARS NORTH 64°48'52" EAST 10,170.00 FEET;


THENCE NORTHWESTERLY 83.88 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SKANSIE AVENUE THROUGH A CENTRAL ANGLE OF 00°28'21" TO THE POINT OF BEGINNING:

THENCE SOUTH 66°06'19" WEST 48.19 FEET;

THENCE SOUTH 82°43'18" WEST 95.93 FEET;

THENCE NORTH 34°10'18" WEST 219.54 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES OF THE ABOVE 15 FOOT WIDE EASEMENT SHALL BE SHORTENED OR LENGTHENED AS NECESSARY TO INTERSECT IN THEMSELVES AND IN THE SOUTHWESTERLY LINE OF SKANSIE AVENUE AS SHOWN ON EXHIBIT 'B' HEREIN.


RANDALL C. HAYDON, P.L.S.

WASHINGTON STATE REGISTRATION NO. 17669

SITTS & HILL ENGINEERS, INC.
2901 SOUTH 40TH STREET
TACOMA, WASHINGTON 98409
TELEPHONE: (253) 474-9449



08-01-2008

Project No. 14011

Revised Exhibit 'C' Description.doc

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)

BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND

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)

A PORTION OF SECTION 06, TOWNSHIP 21 N., RANGE 02 E., WILLAMETTE
MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

Assessor's Property Tax Parcel or Account Number: 022106-3045

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 BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND, a NON PROFIT ORG. organized under the laws of the State of WASHINGTON, located and doing business at 1501 Pacific Ave. Suite 301, Tacoma, WA 98402 (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 GIG HARBOR HOPE CENTER located at 8500 Blk. of Skansie Ave. (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 BARGHAUSEN CONSULTING ENGINEERS, INC.; dated AUGUST 1, 2008 (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:
RICKARD W. GUILD, PRESIDENT/CEO
BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND
1501 Pacific Avenue, Suite 301, Tacoma, WA 98402

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 5th day of AUGUST, 2008.

THE CITY OF GIG HARBOR

By: CHUCK HUNTER
Its Mayor

OWNER

By: BOYS AND GIRLS CLUB
OF SOUTH PUGET SOUND
Its: PRESIDENT/CEO
Print Name: RICKARD W. GUILD

ATTEST:

City Clerk

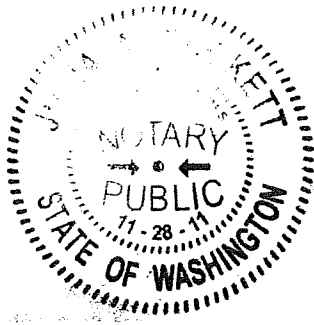
APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that RICKARD W GUILD 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 President & CEO of the Boys & Girls Clubs of So Puget Sound, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 08/05/2008



Julie A Puckett
Notary Public in and for the
State of Washington,
Title: CFO
My appointment expires: 11/28/2011

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

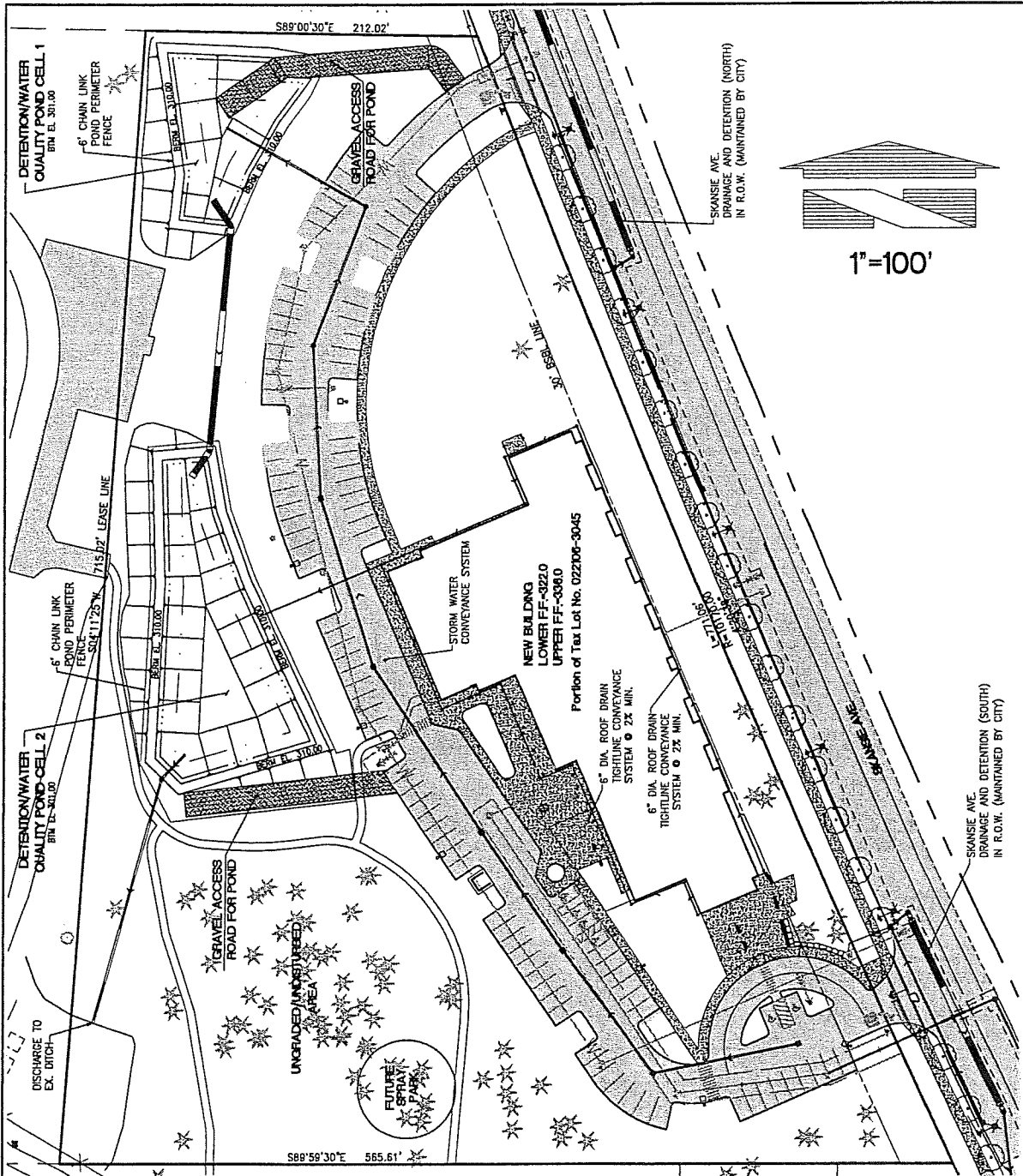
I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor, to be the free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

Section 06 Township 21 Range 02 Quarter 34 : COM AT SW COR OF
SW TH N 85 DEG 36 MIN 40 SEC E ALG S LI SD SUBD 670 FT TH N 02
DEG 34 MIN 33 SEC W 1530.77 FT TO A PT 605 FT E OF W LI SD SW
BEING POB TH N 00 DEG 12 MIN 32 SEC W PAR/W W LI SD SW TO INTER
N LI SD SW TH E ALG N LI TO INTER SWLY LI OF PROP CYD TO ST OF
WA #2420710 TH SELY ALG SD SWLY LI & SWLY LI OF PROP CYD TO ST
OF WA #244865 TO INTER A LI PAR/W & 1530 FT N OF S LI SD SUBD TH
S 85 DEG 36 MIN 40 SEC W ALG SD PAR LI 1092.01 FT TO POB LESS N
350 FT CYD TO CY OF GIG HARBOR PER AFN 99-05-26-0706 OUT OF
3-033 SEG L0416 12/21/99 MA (DC 3-1-00 CK)



File:P:\12000s\12505\exhibit\12505-esmt-drainage 8 of 8.dwg Date/Time:8/1/2008 1:39 PM Scale:1" = 1' AAGG0BIE Xref: .z12505s.dwg, z12505l.dwg, z12505p.dwg

Job Number 12505	Designed <u>PAT</u> Drawn <u>AKA</u> Checked <u>PAT</u> Approved <u>PAT</u> Date <u>08/01/08</u>	Scale: Horizontal 1" = 100' Vertical 1" = 100'	For: BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND
Sheet 8 of 8	 BARGHAUSEN CONSULTING ENGINEERS, INC.	18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: EXHIBIT B DRAINAGE SYSTEM DRAWING

Subject: Pierce County Historic Property Survey Grant Agreement

Proposed Council Action: Approve and authorize the Mayor to execute the agreement with Pierce County for a \$1,620.00 grant to expand the Downtown / Millville District Inventory Project.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
 Historic Preserv. Coordinator
For Agenda of: May 26, 2009
Exhibits: Contract :

Concurred by Mayor: Initial & Date
 CLH May 19/09
Approved by City Administrator: RJK
Approved as to form by City Atty: ok by e-mail
Approved by Finance Director: OR 5/19/09
Approved by Department Head: PR for Jim Dillen

Expenditure	Amount	Appropriation
Required \$ 1,620.00	Budgeted \$ -0-	Required \$ 1,620.00

INFORMATION / BACKGROUND

In 2007, the Washington State Department of Archaeology and Historic Preservation (DAHP) approved a grant to fund a Historic Resource Inventory for the Downtown / Millville District. That work is nearing completion and will provide a systematic examination and analysis of the architectural features that define the character and overall historic value of Gig Harbor's historic properties. The report will be used to provide a basis for decisions relating to refining the City's historic district boundaries and architectural styles. 180 properties have been documented. Based on the City's population, Pierce County appropriated an additional \$1,620 grant for survey work that will expand the Downtown / Millville District Inventory Project, adding 12 to 15 properties to the City's Database. The attached Agreement defines this work.

FISCAL CONSIDERATION

This is a no-match, reimbursement grant fully funded by Pierce County with no net cost to the City.

BOARD OR COMMITTEE RECOMMENDATION

The original survey was recommended by the Design Review Board

RECOMMENDATION / MOTION

Move to: Approve and authorize the grant agreement with Pierce County for \$1,620.00.

**AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF GIG HARBOR
REGARDING THE PIERCE COUNTY APPROPRIATION OF HISTORIC DOCUMENT
MAINTENANCE FUNDS FOR HISTORIC PROPERTY SURVEY PROJECT IN THE
CITY OF GIG HARBOR**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and **THE CITY OF GIG HARBOR**, a municipal corporation of the State of Washington (herein referred to as "GIG HARBOR").

WHEREAS, a one dollar (\$1.00) recording surcharge was authorized by RCW 36.22.170 to be used at the discretion of the county legislative authority to promote historic preservation or historical programs; and

WHEREAS, Pierce County established the Historic Document Maintenance funds from the receipt of the one dollar recording surcharges which are deposited into the Pierce County General Fund; and

WHEREAS, the Pierce County Council appropriated \$1,620 from the Historic Document Maintenance funds to GIG HARBOR for a Historic Property Survey through Pierce County Ordinance No. 2009-16s; and

WHEREAS, the Pierce County Council requested that the Pierce County Department of Planning and Land Services (PALS) coordinate the use of the Historic Document Maintenance funding appropriations made to cities, including GIG HARBOR, for a Historic Property Survey through an Appropriations Agreement; and

WHEREAS, PALS requested GIG HARBOR to submit a Scope of Work and Timeline for Priority Historic Property Survey activities to be funded by the Pierce County appropriation to GIG HARBOR on a reimbursement basis; and

WHEREAS, GIG HARBOR submitted its Scope of Work and Timeline for the Priority Historic Property Survey activities to be included in this Agreement; and

WHEREAS, the Scope of Work and Timeline proposed by GIG HARBOR are incorporated by reference into this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and GIG HARBOR as follows:

SECTION 1. PURPOSE. The purpose of this agreement is to provide for and to memorialize the agreement between the Parties relating to the Pierce County Council appropriation of \$1,620 to GIG HARBOR for a Historic Property Survey.

SECTION 2. COUNTY OBLIGATIONS. The COUNTY shall make disbursement of funds to GIG HARBOR after the receipt of a reimbursement request submitted by GIG HARBOR upon satisfactory completion of the Historic Property Survey project and delivery of final products by GIG HARBOR to PALS. The reimbursement request shall include a payment record. The total fund to be disbursed by the COUNTY to GIG HARBOR shall not exceed \$1,620.

SECTION 3. GIG HARBOR OBLIGATIONS. GIG HARBOR shall furnish the necessary personnel, contractor, equipment, material and/or service and otherwise do all the things necessary for or incidental to the performance of the work set forth in the scope of work incorporated in Attachment "A."

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall have a term commencing on the latest date of execution of this Agreement and terminating on December 31, 2009.

SECTION 5. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify, and save harmless GIG HARBOR, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release GIG HARBOR from any liability or responsibility which arises in whole or in part from the existence or effect of GIG HARBOR ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such GIG HARBOR ordinance, rule, regulation, resolution, custom, policy or practice is at issue, GIG HARBOR shall defend the same at its sole expense, and if judgment is entered or damages are awarded against GIG HARBOR, the COUNTY, or both, GIG HARBOR shall satisfy the same, including all chargeable costs and attorney's service charges.

GIG HARBOR shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the GIG HARBOR, its officers, employees or agents associated with this Agreement. In executing this Agreement, GIG HARBOR does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the COUNTY, GIG HARBOR, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded COUNTY or GIG HARBOR employees by virtue of their employment.

SECTION 11. WAIVER. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 13. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 14. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking.

SECTION 15. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Attachment A
GIG HARBOR – Historic Property Survey

Scope of Work

Goal: Conduct the following Historic Property Survey activities in the City of Gig Harbor based on the city's priority historic survey needs:

1. Approximately 12-15 intensive level inventory forms shall be prepared as an addition to the current survey project in downtown Gig Harbor according to the priority in 3 below, using the Washington State Department of Archaeology and Historic Preservation (DAHP) historic properties' inventory database format.
2. Historic property survey records shall conform to DAHP's standards for intensive level surveys.
3. Historic Survey priority area is downtown Gig Harbor.

Deliverables:

1. A minimum of 12 intensive level inventory records in DAHP format shall be produced in hard copy and electronic format (Compact Disc).
2. One hard copy and one copy in electronic format of a minimum of 12 inventory records shall be delivered to each of the following: Pierce County Planning and Land Services, Pierce County Library System, the Harbor History Museum, and DAHP. The copies delivered to the latter three locations intended for public use may be combined with the survey report and database prepared from the current historic survey project in downtown Gig Harbor.



**Subject: Contract with Friendship
Diversion Services – Probation Services**

Proposed Council Action:

Adopt this Contract for Probation Services

Dept. Origin: Court

Prepared by: Paul Nelson

**For Agenda of: May 26, 2009
Exhibits:**

Initial & Date

Concurred by Mayor: SLH 5/19/09
Approved by City Administrator: RJK
Approved as to form by City Atty: VIA EMAIL
Approved by Finance Director: OR 5/09
Approved by Department Head: JNV

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

This Council Bill is the result of a successful Request for Proposals for Probation Services. The Court's desire to seek contracted probation services arises out of a need to adequately supervise defendants on probation who live, work, and recreate in the City of Gig Harbor. This contract will provide a professional level of supervision thereby increasing the level of public safety in our community.

Additionally and perhaps more importantly considering budget restraints, a contract with Friendship Diversion Services will allow the Court to utilize alternatives to incarceration on a regular basis thereby saving the City of Gig Harbor on rising jail costs.

FISCAL CONSIDERATION:

Payment for services will be made directly from defendant under supervision to the contracted agent (FDS). In the case of alternative to incarceration services rendered to an indigent defendant the City of Gig Harbor will pay out of Jail Services (Police Budget) at a significantly reduced rate.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve contract for Probation Services with Friendship Diversion Services.

Nelson, Paul

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Wednesday, May 20, 2009 11:37 AM
To: Nelson, Paul
Subject: RE: Court Probation Services Contract

Hi Paul. Everything is perfect! you're good to go. Let me know if you need anything else.
--Angela

From: Nelson, Paul [mailto:nelsonp@cityofgigharbor.net]
Sent: Wednesday, May 20, 2009 9:15 AM
To: Angela S. Belbeck
Subject: Court Probation Services Contract

Hi Angela,

Here are the changes you wanted. FDS is fine with the changes and have nothing to add in response.

Thank you,
Paul

Paul W. Nelson
Court Administrator
3510 Grandview Street
Gig Harbor, WA 98335
253-853-7639 (ph), 253-853-5483 (fx)
nelsonp@cityofgigharbor.net
www.cityofgigharbor.net/index2.html

"Our lives begin to end the day we become silent about things that matter."

~ Martin Luther King, Jr.

CONFIDENTIALITY NOTE: This Electronic Message contains information belonging to the Gig Harbor Municipal Court, which may be privileged, confidential and protected from disclosure. The information is intended for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by reply e-mail and destroy all copies of the original message.

PROFESSIONAL SERVICE CONTRACT
BETWEEN THE CITY OF GIG HARBOR
AND FRIENDSHIP DIVERSION SERVICES

THIS AGREEMENT, made and entered into by and between the City of Gig Harbor having offices for the transaction of business at 3510 Grandview Street, Gig Harbor, WA 98335, and Friendship Diversion Services, a Washington non-profit corporation, having offices for the transaction of business at 2401 Bristol Court SW, Suite D 102, Olympia, Washington 98502, "Contractor" hereinafter collectively referred to as "Parties."

WHEREAS, pursuant to the provisions of chapter 35A RCW, the City of Gig Harbor, a Non-Charter Code City, has the authority to establish alternative programs for incarceration of criminal offenders; and

WHEREAS, Friendship Diversion Services is in the business of providing alternative programs to incarceration for criminal offenders including but not limited to the Stipulated Order of Continuance Program for individuals wherein an offender agrees to participate in a program to improve his/her opportunity to remain out of the criminal justice system; as well as alternative sentencing programs; and

WHEREAS, the City of Gig Harbor and its Municipal Court is desirous of entering into a contract with Friendship Diversion Services wherein it will provide a Alternative Sentence Programs and Stipulated Order of Continuance Program.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties do mutually agree as follows:

SECTION NO. 1: DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both Parties and shall continue in effect for one year. This Contract shall automatically renew in one-year terms for not more than four additional terms. Either party may terminate this Contract as provided below.

SECTION NO. 2: SERVICES PROVIDED BY THE CONTRACTOR

The Contractor shall provide Probation "Services" for the City. A detailed description of the Scope of Services to be performed by the Contractor is set forth in the attached Attachment "A". The number of referrals to the Contractor for Services shall be at the sole discretion of Gig Harbor Municipal Court.

The Contractor agrees to provide its own labor and materials in conjunction with

providing the Services. The Contractor further agrees to maintain an office within Kitsap County and make use of space available in the City Hall on Criminal Court Calendar Days as well as a toll free telephone number in conjunction with providing the Services.

SECTION NO. 3: CITY OBLIGATIONS

In order to assist the Contractor in providing its Services under this Contract, the Administrator of the Municipal Court shall provide relevant information which is available and subject to disclosure under applicable laws and court rules as well as coordination with other City departments or other consultants as necessary.

SECTION NO. 4: CONTRACT REPRESENTATIVES

Each party to this contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Contractor: Barbara E. Miller, Director
P.O. Box 11215
Olympia, Washington 98508
Phone: (360) 357-8021
Fax: (360) 357-9149

Local Address: 510 DeKalb St, Suite F
Port Orchard, Washington 98366
Local Phone: (888) 876 1828

City: Paul W. Nelson
Court Administrator
3510 Grandview Street
Gig Harbor, WA 98335
Phone: (360) 853-7639
Fax: (253) 853-5483

SECTION NO. 5: COMPENSATION

See Scope of Work for compensation details.

SECTION NO. 6: MODIFICATION

No modification or amendment of this Contract shall be valid until the same is reduced to writing and executed with the same formalities as this present Contract.

SECTION NO. 7: HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall hold harmless, indemnify and defend City of Gig Harbor, its officers, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in the defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in providing Services under the terms of this Contract except for injuries and damages caused by the sole negligence of the City of Gig Harbor. If there is concurrent negligence of both parties, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

The foregoing indemnity is specifically intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, Title 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

SECTION NO. 8: INSURANCE

Contractor shall carry, for the duration of this contract, professional liability insurance in an amount of not less than \$2 Million per occurrence. Such policy shall provide it shall not be canceled or materially changed without thirty (30) days written notice prior thereto to the City. Such policy shall be issued by an insurance company licensed to do business in the State of Washington and having a A.M. best rating of A. Contractor shall provide a certificate evidencing such coverage and identify the City as an additional insured under the policy to the City.

SECTION NO. 9: TERMINATION

Either party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party. The written notice shall be sent to the address of the other party set forth herein above. In the event of termination by either Party, the Contractor agrees to immediately turn over to the City's Contract Representative at his/her written request all records of any kind or nature which it has kept in providing Services under the terms of this Contract.

SECTION NO. 10: ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The Contractor shall perform the terms of this Contract using only its bona fide employees, volunteers or agents, and the obligations and duties of the Contractor

under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the City Prosecutor. The Contractor shall perform a background check on all of its employees or volunteers performing any Services under this Contract.

SECTION NO. 11: INDEPENDENT CONTRACTOR

The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed Services in accordance with the specifications set out in this Contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the City.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements hereunder pursuant to any rules or regulations.

The Contractor agrees to immediately remove any of its employees, volunteers, or agents from assignment to perform Services under this Contract upon receipt of a written request to do so from the City's contract representative or designee.

SECTION NO. 12: INSPECTION OF BOOKS AND RECORDS

The Contractor and its subcontractors shall maintain for a minimum of three years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, including the Gig Harbor City Auditor and/ or City Clerk, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

SECTION NO. 13: OTHER EMPLOYMENT

This contract is not an exclusive services agreement. Contractor may take on other professional assignments while completing the services agreed to herein.

SECTION NO. 14: CHOICE OF LAW, JURISDICTION, VENUE

This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.

SECTION NO. 15: NOTICES

All notices called for or provided for in this Contract shall be in writing and must be served on any of the Parties either personally or by certified mail, return receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 16: MISCELLANEOUS

A. WAIVER.

No officer, employee, agent or otherwise of the City has the power, right or authority to waive any of the conditions or provisions to this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Contract or to require at any time performance by the City of any provision hereof shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part hereof, or the right of the City to hereafter enforce each and every such provision.

B. HEADINGS

The section headings in this Contract have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

C. ENTIRE AGREEMENT

The Parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

D. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, in whole or in part, its interest in this agreement without the approval of the other party.

E. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

F. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

G. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

IN WITNESS WHEREOF, the Parties have caused this contract to be executed on the date and year set forth below.

FRIENDSHIP DIVERSION SERVICES

CITY OF GIG HARBOR

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____



Subject: Comprehensive Plan Amendment, Transportation Improvement Plan(s), Traffic Impact Fees Consultant Services Contract Amendment #2 with HDR Engineering, Inc.

Proposed Council Action: Authorize the Mayor to execute Contract Amendment No. 2 to the Consultant Services Contract with HDR Engineering, Inc. for an amount not to exceed \$15,669.

Dept. Origin: Public Works/Engineering

Prepared by: David Stubchaer, P.E.
Public Works Director

For Agenda of: May 26, 2009

Exhibits: Second Amendment to Consultant Services Contract And Contract Summary

Initial & Date

Concurred by Mayor:

CSH May 21/09

Approved by City Administrator:

RSK

Approved as to form by City Atty:

approved via email 5/14/09

Approved by Finance Director:

DR 5/21/09

Approved by Department Head:

DR 5/20/09

Expenditure Required	Amount	See Fiscal	Appropriation
\$15,669	Budgeted	Consideration below	Required \$0

INFORMATION / BACKGROUND

At the August 13, 2007 Council Meeting, Council awarded the original contract to HDR Engineering, Inc. to assist the City in conducting a Level II Screening Analysis for the BB16 project. On September 10, 2007, Council authorized the execution of Contract Amendment No. 1 with HDR Engineering, Inc. to assist the City in updating the Transportation Element of the Comprehensive Plan, the 6-year and 20-year Transportation Improvement Plans (TIPs) and traffic impact fees. The City requested additional work beyond the scope of the original contract and contract amendment, and HDR performed a portion of such work within the existing budget. The City has negotiated with HDR to reduce the original contract amendment amount from approximately \$22,000 to the proposed \$15,669. A second amendment is necessary to compensate HDR for the additional services which are detailed in the attached Contract Amendment No. 2. A contract summary is also attached.

The current contract amount is \$231,592. Upon Council authorization to execute Contract Amendment No. 2 for an amount not to exceed \$15,669, the final contract amount with HDR Engineering, Inc. will be \$247,261.

FISCAL CONSIDERATION

There is room within the Street Operating Fund to accommodate the proposed contract amendment. The funds are proposed to be coming from projected savings in office & operating supplies in the following account items: \$6,500 from Street Maintenance Division (101-017-542-30-31-00); \$6,500 from Traffic Control Device Division (101-017-542-90-31-00); and \$2,669 from Maintenance Administration Division (101-017-542-64-31-00).

BOARD OR COMMITTEE RECOMMENDATION

This was discussed at the April 2009 Operations and Public Works Committee meeting. The committee recommended that staff proceed with preparation of the contract amendment and proceed with this request to Council for their consideration.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute Contract Amendment No. 2 to the Consultant Services Contract with HDR Engineering, Inc. for an amount not to exceed \$15,669.

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated August 13, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Nebraska, located and doing business at 626 Columbia St. NW, Suite 2A, Olympia, Washington 98501 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the completing the Level 2 Screening Analysis and Comprehensive Plan Amendment and the TIP and TIF Update and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on August 13, 2007, (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. **Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Work**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** dated May 15, 2009 in an amount not to exceed Fifteen Thousand Six Hundred Sixty-Nine Dollars and No Cents (\$15,669.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

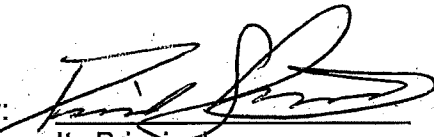
Section 3. **Amendment to Duration of Work.** Section IV of the Agreement is amended to require the Consultant to commence work on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 1, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

Section 4. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
HDR Engineering, Inc.
Attn: David Skinner, P.E.
626 Columbia St. NW, Ste. 2A
Olympia, Washington 98501
(360) 570-4425
david.skinner@hdrinc.com

CITY
David Stubchaer, P.E.,
Public Works Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

**Exhibit A – Scope of Work
May 15, 2009**

Contract Amendment No. 2
To the Contract dated August 13, 2007 with
HDR Engineering, Inc.

Supplemental Transportation Demand Forecast Modeling: During the preparation of the 6-year transportation project list from the 2013 forecast, additional traffic modeling was requested to test the value of possible additional projects such as the inquiries related to the E2 model run and the new SR16 eastbound on-ramp at Wollochet Drive.

Response to Information Requests: Since the development of the 6-year and 20-year transportation forecast models for the City by HDR, two other consultants either retained by the City or by Pierce Transit have requested information regarding the models. City staff directed Lochner (Level 3 SR16/Burnham/Borgen Interchange) and Perteet (Pierce Transit Park and Ride) to contact HDR to obtain information related to the work HDR performed to facilitate the various projects.

Virtual Open House No. 1: To increase public awareness of the project and due to the low attendance at the Open House No. 1 (November 1, 2007) HDR offered to prepare a virtual open house on DVD and web capable format for the City. At the time, HDR believed this could be accommodated within the original budget. This was not possible.

Additional Meetings and Services: During the public consideration of the proposed 6-year transportation improvement program (TIP) and the 20-year transportation element amendments, there was a need for meetings that were not included in the original scope of work as follows:

- August 14, 2008 meeting with Mayor and City Administrator
- Amendments to the 6-year TIP to provide consistency with the capital facilities plan as requested by the City Administrator
- September 18, 2008 Planning Commission public hearing.

Gig Harbor Transportation Comprehensive Plan - Additional Services

Task/Service	Hours of Effort	Additional Cost
Supplemental Transportation		
1 Demand Forecasting		
<i>Lead Transportation modeler</i>	43 \$	8,472
<i>Support staff</i>	3 \$	294
<i>Total for #1</i>	46 \$	8,766
Response to Information		
2 Requests		
<i>Lead Transportation modeler</i>	7 \$	1,379
<i>Support staff</i>	3 \$	294
<i>Total for #2</i>	10 \$	1,673
3 Virtual Open House #1		
<i>Lead Planner</i>	16 \$	2,415
<i>Support staff</i>	3 \$	294
<i>Total for #3</i>	19 \$	2,709
4 Additional Meetings/Services		
<i>Lead Planner</i>	5.75 \$	1,715
<i>Lead Engineer</i>	3 \$	342
<i>Planner/GIS</i>	2 \$	170
<i>Support staff</i>	3 \$	294
<i>Total for #4</i>	13.75 \$	2,521
TOTAL	88.75 \$	15,669



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

Subject: WSDOT/City of Gig Harbor Interlocal Agreement for Construction Administration Services for BB16 Mitigation Improvements Project.

Proposed Council Action: Authorize the Mayor to Approve the WSDOT/City of Gig Harbor Interlocal Agreement (GCA-6065) for Construction Administration Services for the BB16 Mitigation Improvements Project (CSP-0823) in the not to exceed amount of \$1,242,046.90.

Dept. Origin: Engineering Division

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: May 26, 2009

Exhibits: WSDOT/City Interlocal Agreement (GCA-6065)

	Initial & Date
Concurred by Mayor:	<u>CLH May 21</u>
Approved by City Administrator:	<u>PK</u>
Approved as to form by City Atty:	<u>✓ by email</u>
Approved by Finance Director:	<u>DF 5/21/09</u>
Approved by Department Head:	<u>DF 5/19/09</u>

Expenditure	Amount	Appropriation
Required \$1,242,046.90	Budgeted \$9,000,000	Required \$0

INFORMATION / BACKGROUND

This agreement will provide reimbursement to WSDOT for their construction administration services pertaining to the BB16 Mitigation Improvements Project (CSP-0823). These services will include project inspection, material testing, measurement of quantities for payment, communication with the contractor, negotiation of changes, review of structural submittals, evaluate project schedule, track material documentation, report contract time and review contractor record drawings per the attached agreement. The State estimates the costs to be \$993,637.52 (ref. attached breakdown spreadsheet). The State includes a 25% contingency with each contract; therefore, the expenditure associated with this interlocal agreement is \$1,242,046.90. On the first phase of this project (Canterwood), WSDOT was able to come in under their estimated project management amount.

The attached agreement is in draft form, awaiting review of the City Attorney's comments and approval by the Attorney General's office. This agreement must be approved by all parties prior to the project going out to bid. We hope to go out to bid prior to the next Council meeting, so to avoid possible delay, Council is being asked to authorize the Mayor to approve the contract upon approval by the Attorney General's office and the City Attorney.

FISCAL CONSIDERATION

Please find attached the BB16 Mitigation Improvements Project (CSP-0823) cost summary. Funding for these services will be provided by Franciscan Health System as required by separate agreement. Franciscan Health System has been made aware of the need for this work.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to Approve the WSDOT/City of Gig Harbor Interlocal Agreement (GCA-6065) for Construction Administration Services for the BB16 Mitigation Improvements Project (CSP-0823) in the not to exceed amount of \$1,242,046.90.

Agreement between the
State of Washington and the City of Gig Harbor
GCA - 6056
SR 16 Burnham I/C Interim Improvements

This Agreement is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, hereinafter the "STATE," and the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, hereinafter the "CITY."

WHEREAS, the CITY is planning a project to improve the State Route (SR) 16 Interchange at Burnham Drive titled SR 16, Burnham Dr. NW Interchange Improvements, hereafter the "Project," and

WHEREAS, the STATE has determined that the construction of the Project could impact the safety, maintenance and operation of SR 16, and

WHEREAS, the STATE has determined that it is in the STATE's best interest for the STATE to administer the construction contract for the Project in an effort to control and minimize impacts to the safety, maintenance and operation of SR 16, and

WHEREAS, the STATE requires that the contract construction administration be performed by the STATE for the Project, and

WHEREAS, the CITY is obligated for 100% of the cost to construct the Project, including the STATE's costs and expenses as reflected herein,

NOW, THEREFORE, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1 The STATE, on behalf of the CITY, agrees to perform construction administration for the construction of the Project, as further provided herein, and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, as highlighted in shading, outlines the Project limits. Both Exhibits are attached hereto and by this reference made a part of this Agreement.

2. PROJECT MANAGEMENT

- 2.1 The STATE and the CITY have designated the following Project managers to be the contacts for all communications under this Agreement. The Project managers, with written concurrence from the other Party, may delegate contact

responsibilities for specific Sections and Subsections of this Agreement to other employees of the STATE and CITY.

CITY:

Steve Misiurak
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-8145
misiuraks@cityofgigharbor.net

STATE:

Washington State
Department of Transportation
Rumina Suafoa
Tacoma Project Engineer's Office
1614 S. Mildred St. E.
Tacoma, WA 98465-1613
(253) 534-3100
suafoar@wsdot.wa.gov

3. DESIGN REVIEW, PROJECT AD AND AWARD

3.1 The CITY agrees not to advertise the Project for construction before receiving the following approvals in writing from the STATE for the portions of the Project on STATE limited access right of way:

- Design Approval
- Project Development Approval
- Plans, Specifications and Cost Estimate (PS&E) Approval
- Construction Start Date approval

The design and design documentation shall conform to the STATE's Design Manual and policies.

3.2 The CITY must secure the following for the Project:

- State Environmental Policy Act (SEPA) approval
- National Environmental Policy Act (NEPA) approval, if applicable
- All permits
- Right of way including temporary construction easements needed to construct the Project

- 3.3 The CITY agrees to develop the Plans, Specifications, and Estimate (PS&E) in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction and amendments thereto, current as of the date of contract advertisement (Standard Specifications).
- 3.4 The CITY shall advertise the Project for bids, prepare and issue any addenda, and award and execute the Project construction contract. Any Project addenda must be reviewed and approved by the STATE prior to issuance.
- 3.5 Costs incurred by the STATE in the review for approval of the Project Design and PS&E, and for coordinating efforts with the CITY prior to executing this Agreement will be reimbursed by the CITY under existing agreement JC-4000.
- 3.6 All STATE reviews and approvals provided for herein are solely for the benefit of the STATE and not for CITY or any other third party.

4. CONSTRUCTION ADMINISTRATION

- 4.1 The STATE agrees to provide construction administration of the CITY's Project contract. The executed Project contract plans and specifications (hereinafter Contract) are by this reference made a part of this Agreement as Exhibit C, as if fully attached and incorporated herein. The STATE's Project manager will provide all necessary services and tools to provide construction administration, including but not limited to: answering contractor questions during advertisement, inspection, materials testing, and the representation necessary to administer the Contract to ensure that the Project is constructed in accordance with the Contract.
- 4.2 As much as possible, formal and informal communication between the CITY and the CITY's contractor (hereinafter Contractor) will be through the STATE's Project manager or representative. The CITY shall make the STATE's Project manager aware by copy or written account of any direct communication affecting the Contract. The STATE's Project manager shall communicate with the CITY's Project manager to keep the CITY up-to-date on all significant issues affecting the Project.
- 4.3 The CITY may also inspect the Project. All contact between the CITY's inspector(s) and the Contractor shall be only through the STATE's Project manager or representative.
- 4.4 After the CITY has executed the Contract, the STATE will provide the CITY with a monthly progress report, which will include details regarding progress of the Contract work and Contract time, updates to the Contractor's critical path schedule, estimated progress payments for payments to the Contractor, estimated costs for the STATE's engineering and administration, Contract changes (change orders), and a comparison of quantities (planned vs. actual quantities).

- 4.5 The STATE will document construction and prepare the final construction documentation in conformance with the STATE Construction Manual with the exception of maintaining "as-builts".
- 4.6 The Contract will contain the following requirements: The Contractor will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard STATE practices as required by the STATE's Construction Manual. Within one (1) month of physical completion of the project, the Contractor will submit one set of "as-builts" to the STATE for review and comment. The Contractor will correct the "as-builts" to address the STATE's comments and provide one reproducible set of final "as-builts" to the CITY and STATE within one (1) month of receiving comments from the STATE.
- 4.7 Should, for any reason, the CITY decide not to complete the Project after construction has begun, the STATE shall determine what work must be completed to restore SR 16 and STATE limited access right of way to a condition and configuration that is safe for public use, and the CITY agrees that the STATE shall have the authority to direct the Contractor to complete SR 16 and STATE limited access right of way restoration. The CITY agrees that all costs associated with Contract termination, including engineering, completing SR 16 and STATE limited access right of way restoration, and Contractor claims, will be the sole responsibility of the CITY. If the Contractor is not available to restore SR 16 and state limited access right of way, the STATE may perform the restoration work at CITY expense. This Subsection shall survive the termination of this Agreement.
- 4.8 Upon completion of the Project, the STATE shall submit all Project records to the CITY for retention.

5. PROJECT CHANGES

- 5.1 Changes to the Contract will be documented by change order as defined in the Standard Specifications. The STATE shall prepare all change orders in accordance with Chapter 1-2.4C of the STATE's Construction Manual (M41-01), current edition.
- 5.2 Required changes are changes that involve:
- Changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the scope of the Project within the STATE's limited access right of way or jurisdiction.
 - Mitigating an emergency or safety threat to the traveling public.
- All other changes shall be considered elective.
- 5.3 The STATE will approve and submit final required change orders to the CITY for execution and payment. The STATE will submit final elective change orders to the CITY for approval, execution, and payment.

- 5.4 The CITY authorizes the STATE to initiate, negotiate, document, approve, and direct the Contractor by either verbal or written direction in all matters regarding required changes, see Subsection 5.2.
- 5.5 The STATE reserves the right, when necessary and in the opinion of the STATE due to emergency or safety threat to the traveling public, to direct the Contractor to proceed with work associated with a required change prior to the CITY's execution of the change order.
- 5.6 The STATE will advise the CITY of any proposed required change as soon as reasonably possible and provide an opportunity, if time permits, to review the change before providing direction to the Contractor.
- 5.7 In the event that the CITY disagrees with the STATE's determination of a required change, the CITY may pursue resolution under Subsection 11.5, Disputes.
- 5.8 The STATE will advise the CITY of any proposed change as soon as reasonably possible. The STATE shall seek and receive written approval from the CITY (email is sufficient) prior to directing the Contractor to implement an elective change to the Contract.
- 5.9 The CITY may request additions to the Contract through the STATE. The STATE will direct the Contractor to implement the requested change, provided that the change complies with the Standard Specifications, Project permits, state and/or federal law and applicable rules and/or regulations and/or design policies.
- 5.10 Changes to structures within the STATE's limited access right of way or jurisdiction must be reviewed and approved by the STATE Bridge Office and STATE Geotechnical Office before implementation in accordance with STATE policy.
- 5.11 Changes to electrical and ITS systems within the STATE's limited access right of way or jurisdiction must be reviewed and approved by the STATE Region Signal Shop before implementation.
- 5.12 The STATE will notify the CITY of errors or omissions in the Contract as soon as reasonably practical. The CITY shall provide to the STATE the necessary documents (plans, specifications, and cost estimate) that will be incorporated into a change order. If both Parties agree, the STATE may produce the necessary documents at CITY expense.
- 5.13 The STATE will develop change orders, secure signatures from the Contractor, and submit change orders with backup documentation to the CITY for execution and payment.

6. ACCEPTANCE

- 6.1 Prior to acceptance of the Project, the STATE and the CITY will perform a joint final inspection. The CITY agrees, upon satisfactory completion of the Project by its Contractor, and receipt of a "Notice of Physical Completion," as determined by the STATE, to deliver a letter of acceptance which shall include a release of the STATE from all future claims or demands except from those resulting from the negligent performance of the STATE's construction administration under this Agreement.
- 6.2 If a letter of acceptance is not received by the STATE within sixty (60) days following delivery of a "Notice of Physical Completion" of the Project to the CITY, the Project shall be considered accepted by the CITY and the STATE shall be released from all future claims or demands except from those resulting from the negligent performance of the STATE's construction administration under this Agreement.
- 6.3 The CITY may withhold its acceptance of the Project by submitting written notification to the STATE within sixty (60) days following "Notice of Physical Completion" of the Project. This notification shall include the reason(s) for withholding the acceptance. The Parties shall then work together to resolve the outstanding issues identified in the CITY's written notification.

7. PAYMENT TO STATE AND PROJECT CONTRACTOR

- 7.1 The CITY, in consideration of the faithful performance of the work to be done by the STATE as described in this Agreement, agrees to reimburse the STATE for the actual direct salary and direct non-salary cost of the STATE's work as provided herein and estimated in Exhibit A.
- 7.2 The STATE 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 agrees to make partial payments within thirty (30) days of receipt of a STATE invoice. These payments are not to be more frequent than one (1) per month. If the CITY objects to all or any portion of any invoice, it shall notify the STATE 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.
- 7.3 A partial payment for STATE work will not constitute agreement as to the appropriateness of any item, and at the time of final invoice, the Parties will resolve any discrepancies.
- 7.4 The CITY agrees that it shall be solely responsible for all costs associated with the CITY's Project Contract with its Contractor. The CITY further agrees that the STATE shall have no liability or responsibility for payment of any or all Project

Contractor or subcontractor costs, including the costs of required and or elective change orders.

- 7.5 **INCREASE IN COST:** In the event unforeseen conditions require an increase in costs for STATE construction administration by more than twenty-five (25) percent, the Parties must negotiate and execute an amendment to this Agreement addressing said increase.

8. RIGHT OF ENTRY

- 8.1 The CITY hereby grants to the STATE, its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the CITY has an interest, for the purpose of performing Contract administration under this Agreement.
- 8.2 The STATE hereby grants to the CITY, its authorized agents, contractors, subcontractors, and employees, a right of entry upon STATE limited access right of way for the purpose of inspecting and constructing the Project.

9. CONTRACTOR CLAIMS AND THIRD PARTY DAMAGE

9.1 Contractor Claims for Additional Payment

- 9.1.1 In the event the Contractor makes a claim for additional payment associated with the Project work, the STATE will immediately notify the CITY of such a claim.
- 9.1.2 The STATE shall provide a written recommendation to the CITY regarding resolution of Contractor claims. The CITY agrees to defend such claims at its sole cost and expense. The STATE will cooperate with the CITY in the CITY's defense of the claim. The CITY shall reimburse any STATE costs incurred in providing such assistance.

9.2 Third Party Claims for Damages Post Project Acceptance: After Project acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the Project located on city or state right of way, the Party owning the right of way, shall defend such claims and hold harmless the other Party, and the other Party, shall not be obligated to pay any such claim or the cost of defense. Nothing in this subsection, however, shall remove from the Parties any responsibilities defined by the current laws of the State of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions independent of the construction administration performed by the STATE under this Agreement. The provisions of this section shall survive the termination of this Agreement.

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9.3 Third Party Damage to the Project

- 9.3.1 The CITY authorizes the STATE to direct the CITY's Contractor to repair all third party damage to the Project during construction.
- 9.3.2 The CITY agrees to be responsible for all costs associated with said third party damage and for collecting such costs from the third party.
- 9.3.3 The STATE will document the third party damage by required change order and cooperate with the CITY in identifying the third party. The STATE will also document and invoice the CITY separately for STATE's costs associated with third party damage.

10. OWNERSHIP, OPERATION AND MAINTENANCE

- 10.1 Upon acceptance of the Project as provided in Section 6, the CITY shall be the sole owner of that portion of the Project within the CITY's right of way, and the CITY shall be solely responsible for all future operation and maintenance of the Project within the CITY's right of way at its sole cost, without expense or cost to the STATE.
- 10.2 Upon the CITY's acceptance of the Project as provided in Section 6, the STATE shall be the sole owner of that portion of the Project within the STATE's right of way.
- 10.3 Section 10 shall survive the termination of this Agreement.

11. GENERAL PROVISIONS

- 11.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 11.2 Termination: The CITY may terminate this Agreement upon written notice to the STATE. The STATE may terminate this Agreement only with the written concurrence of the CITY.
 - 11.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the CITY agrees to reimburse the STATE for the actual direct and related indirect expenses and costs the STATE has incurred up to the date of termination, as well as the costs of non-cancelable obligations.
 - 11.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11.2.3 Termination prior to completing the Project within state limited access right of way will terminate the right of the CITY to complete the Project within state limited access right of way. The Contractor will be directed by the STATE to restore SR 16 and state limited access right of way in accordance with Subsection 4.7. If the Contractor is not available to restore SR 16 and state limited access right of way, the STATE may perform the restoration work at CITY expense. This Subsection shall survive the termination of this Agreement.

11.3 Independent Contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the CITY.

11.4 Indemnification:

11.4.1 Unless the claim falls within the provisions of Subsections 6.1, 6.2 or 9.2, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the work to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; Provided that if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees or authorized agents and (b) the CITY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees' or authorized agents' own negligence.

11.4.2 The CITY agrees to accept full liability for any facilities the CITY has provided direction to the STATE to design and/or construct outside the STATE's limited access right of way and/or STATE's jurisdiction that do not meet STATE standards.

11.4.3 Subsections 11.4.1 and 11.4.2 shall survive the termination of this Agreement.

11.5 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the CITY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost

of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

- 11.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorney's fees, witness fees, and costs.
- 11.7 Audit Records: All Contract administration records in support of all STATE costs shall be maintained by the STATE for a period of three (3) years from the date of termination of this Agreement. The CITY shall have full access to and right to examine said records during normal business hours and as often as it deems necessary, and should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives and/or state and federal government.
- 11.8 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is executed and shall continue until the Project is accepted by the CITY pursuant to Section 6, all records and as-built plans are submitted to the CITY pursuant to Subsections 4.6 and 4.8, and all obligations for payment have been met, except for Subsections 4.7, 9.2, 11.2.3 and 11.4 and Section 10 which shall survive the termination of this Agreement.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date signed below.

GIG HARBOR

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____

Chuck Hunter, Mayor

By: _____

Kevin J. Dayton, Region Administrator

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____

Attorney

By: _____

Assistant Attorney General

Date: _____

Date: _____

DRAFT

GCA-6056
Exhibit A
Estimate of Cost

SR:16						4/6/2009
DESCRIPTION: BB16 Mitigation Improvements Project - City of Gig Harbor						Estimator: F. Abu-Ulbeh
Construction Unit	\$/MO	Reg. Time Mth	OT Rate	OT Time Mth	Total	NOTES
Tacoma PEO Construction						
E3 Field Engineer	\$8,863.36	10	\$11,343.20	5	\$145,349.60	
E2 Lead Project Inspector	\$8,131.20	10	\$10,297.76	5	\$132,800.80	
Technician Asst. Inspector	\$7,467.88	10	\$9,345.60	5	\$121,406.80	
Technician Asst. Inspector / Mat.	\$6,221.44	10	\$8,280.80	2	\$78,776.00	
Documentation Engineer	\$8,131.20	6	\$10,297.76	2	\$69,382.72	
Documentation Tech	\$6,221.44	7	\$8,280.80	2	\$60,111.68	
Project Controller - Schedules	\$8,863.36	10	\$11,343.20	2	\$111,320.00	
Change Order Engineer	\$8,131.20	5	\$10,297.76	2	\$61,251.52	
Traffic						
Traffic Control	\$8,131.20	8	\$10,297.76	2	\$85,645.12	
Hydraulics						
	\$2,500.00	2			\$5,000.00	
Environmental						
	\$12,500.00	2			\$25,000.00	
Maintenance						
	\$1,000.00	4			\$4,000.00	
Region Construction Support						
	\$8,863.36	8	\$11,343.20	2	\$93,593.28	
Administrative Overhead (1)						
					\$0.00	
GRAND TOTAL		92		29	\$993,637.52	
*Note Tacoma PE office administration is included in total cost.						

Note: (1) per Overhead Agreement OH-00206

- * The following assumptions have been made:
- 1) Inspection will need to be provided on a double shift operation
 - 2) A scheduler has been added to maintain a As-Built Schedule
 - 3) Materials Testing will be provided
 - 4) Materials Tracking and Approving will be provided
 - 5) Change Order Preparation
 - 6) Approximately 275 Contract Working Days

SEC. 36, T. 22N, R. 1E, W.M.

- 1) BASE OF BEARINGS WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83/91. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE U.S. FEET GROUND. THE POINTS TO BE LOCATED TO CORNER OF THE BURHAM DRIVE BRIDGE OVER SR16. COMBINED SCALE FACTOR OF 0.999982634.
- 2) VERTICAL DATUM BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. GP27016-89 WAS HELD FOR THE SITE BENCHMARK. WSDOT BRASS DISK SET IN THE CENTER OF THE NORTH SIDE OF THE BURHAM DRIVE BRIDGE OVER SR16.
- 3) METROLOGY A LEICA TSP0143 ELECTRONIC TOTAL STATION, LEICA HDS5000 AND HDS5000 LASER SCANNERS WERE USED FOR ALL SURVEYING. THE SURVEYING PRECISION FOR FIELD TRAVERSE - CITY, CENTRAL, AND LOCAL BUSINESS, AS SET FORTH PER W.A.C. 342-130-090.
- 4) DATE OF SURVEY THIS SURVEY REFLECTS ACTUAL SITE CONDITIONS ON JANUARY 30, 2007. SURVEY UPDATES HAVE BEEN CONDUCTED IN 2007 AND 2008 TO REFLECT CHANGED CONDITIONS TO BURHAM DRIVE WEST OF CITY ROUNDABOUT AND TO CANTERWOOD BOULEVARD NORTH OF CITY ROUNDABOUT.
- 5) SEEL'S BRIDGE DE WAX BASED ON WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) SR16 NARROWS BRIDGE TO OLYMPIC DRIVE RIGHT OF WAY AND LIMITED ACCESS PLAN, DATED MARCH 18, 1970, SHEETS 12 THROUGH 17 OF 26.
- 6) PRIVATE PROPERTY BOUNDARIES ARE BASED ON PIERCE COUNTY ASSESSOR'S INFORMATION.
- 7) ENCUMBRANCES OF RECORD ARE NOT SHOWN.
- 8) UTILITY WARNING THE UNDERGROUND UTILITIES SHOWN ARE BASED ON FIELD LOCATIONS. UNDERGROUND UTILITY LOCATE COMPANY PAINT MARKS, AND AVAILABLE AS-CONSTRUCTED DOCUMENTS. THE SURVEYOR CANNOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATE. THE SURVEYOR CANNOT GUARANTEE THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION SHOWN, BUT CAN WARRANT THAT THEY ARE SHOWN AS ACCURATELY AS POSSIBLE FROM THE INFORMATION USED.
- 9) WETLANDS AND MCCORMICK CREEK ARE SHOWN AS DELINEATED BY DAVID EVANS AND ASSOCIATES WETLAND BIOLOGISTS IN JANUARY 2007.

Number	Northing	Easting	Elevation	Raw Desc.
219	45655.294	119265.453	159.94	DEA CON
504	45537.740	117588.182	205.29	DEA CON
505	45532.794	118598.276	180.35	DEA CON
506	45502.191	118238.012	183.47	DEA CON
507	45478.840	118345.193	150.72	DEA CON
508	45351.316	118236.418	126.77	DEA CON
510	48469.949	118112.428	117.64	DEA CON
517	48405.040	119264.657	127.19	DEA CON
518	45646.527	119263.154	147.76	DEA CON
519	45665.286	118565.469	159.92	DEA CON
520	45722.230	118330.908	151.74	DEA CON
521	45973.370	118681.975	133.90	DEA CON
522	45933.488	118204.959	159.48	DEA CON
523	45968.138	118340.249	121.71	DEA CON
524	46708.123	116732.427	121.50	DEA CON
525	47006.684	118178.306	132.20	DEA CON
527	45895.212	118585.530	159.06	DEA CON
528	45335.267	118057.877	158.00	DEA CON
529	45303.488	118204.959	159.48	DEA CON
530	45351.316	118236.418	126.77	DEA CON
535	45368.514	118563.716	155.48	DEA CON
536	45102.069	118678.654	157.74	DEA CON
537	44776.046	116700.244	174.95	DEA CON
538	44772.822	118939.737	152.63	DEA CON
539	44773.405	117046.331	154.20	DEA CON
540	45149.584	118991.166	149.91	DEA CON
541	45076.076	118217.272	120.20	DEA CON
547	45031.872	118217.272	120.20	DEA CON
548	45002.838	118374.007	144.23	DEA CON
549	45082.279	118473.201	163.06	DEA CON
550	44717.605	118509.281	178.69	DEA CON
551	45869.041	118685.849	160.75	FD HON
600	44958.112	118680.115	164.71	DEA CON
601	45076.076	118217.272	120.20	DEA CON
602	45076.076	118217.272	120.20	DEA CON
603	45091.086	118342.252	200.24	DEA CON
605	45272.226	118242.256	163.03	DEA CON
606	46580.412	118157.518	117.88	DEA CON
607	45416.250	117166.423	179.84	DEA CON
608	44877.807	117054.409	169.84	DEA CON
609	44877.807	117054.409	169.84	DEA CON
610	46632.456	118521.659	127.89	DEA CON

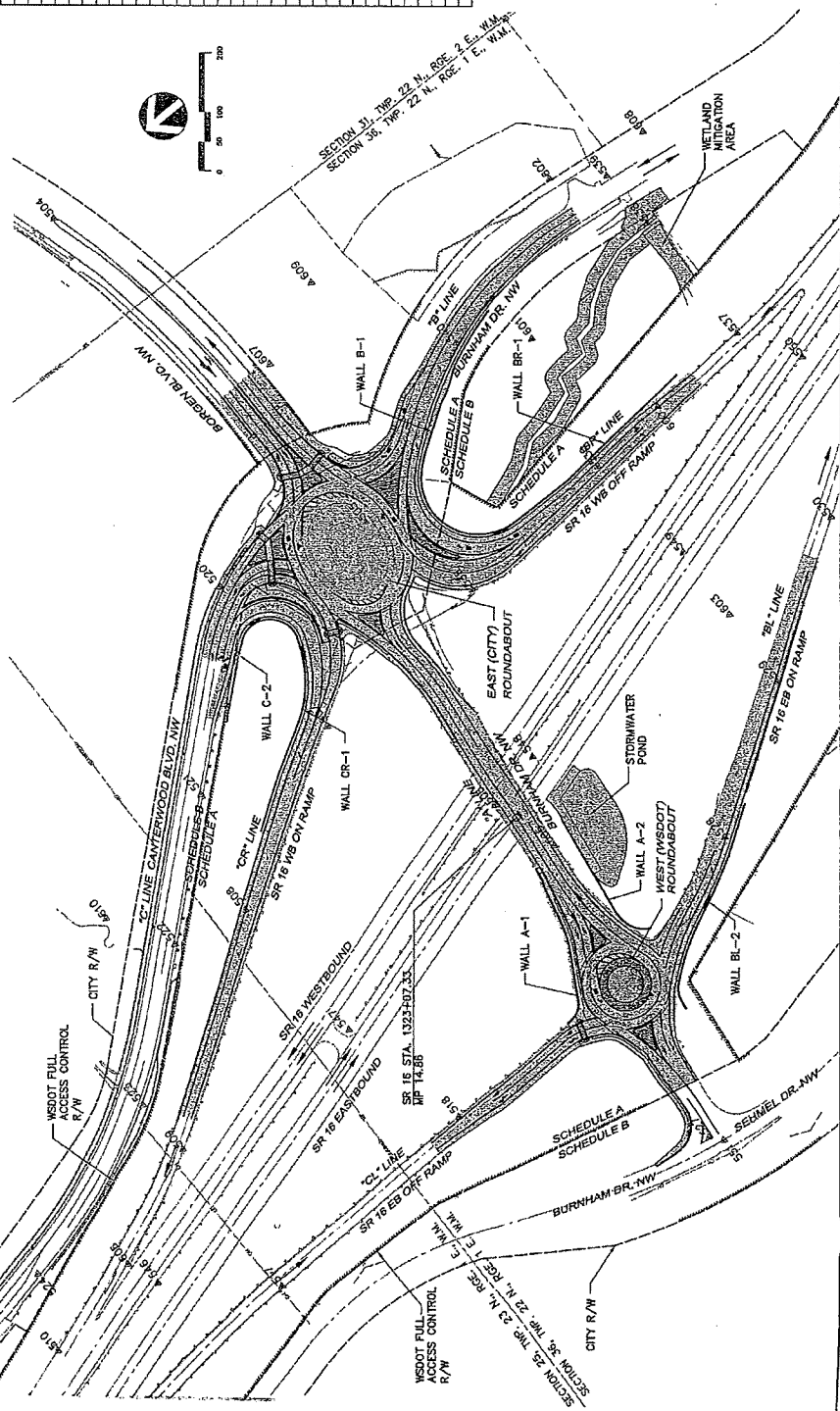
GCA-6056
 Exhibit B
 Sheet 1 of 1

Consent Agenda - 12

90% SUBMITTAL

SR 16/BURNHAM DRIVE N.W.
 INTERCHANGE IMPROVEMENTS
 PROJECT CONTROL PLAN

C.S.F. 0823



DAVID EVANS AND ASSOCIATES INC.
 3700 Pacific Hwy, East, Suite 311
 Tacoma Washington 98521
 Phone: 253.922.9180

City of Gig Harbor, The "Merchants City"
 DEPARTMENT OF PUBLIC WORKS
 3510 Grandview Street
 Gig Harbor, WA 98543
 (253) 864-8445

GIG HARBOR
 THE MARITIME CITY

DESIGNED BY:	DATE:	BY:	APPROVED:
CHECKED BY:	DATE:	BY:	APPROVED:
DATE PLOTTED:	MAY 2009		



Business of the City Council
City of Gig Harbor, WA

Old Business - 1

Subject: Second Reading of an Ordinance Establishing a Process for the Allocation of Limited Sewer Capacity.

Proposed Council Action: Approve an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to sewer capacity; establishing a process for the allocation of limited sewer capacity; amending section 19.10.015 of the Gig Harbor Municipal Code; providing for severability and an effective date.

Dept. Origin: Public Works
Prepared by: David Stubchaer Public Works Director
For Agenda of: May 26, 2009
Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 5/21/09
Approved by City Administrator: [Signature]
Approved as to form by City Atty: by email
Approved by Finance Director: [Signature] 5/21/09
Approved by Department Head: [Signature] 5/20/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final 0. All values are 0.

INFORMATION / BACKGROUND

The City adopted a concurrency ordinance for water, sewer, and transportation as Chapter 19.10 of the Gig Harbor Municipal Code. The concurrency ordinance allows for the administrative denial of any application for a water, sewer, or transportation concurrency certificate if there is no available capacity. In June of 2007 it was determined that the Waste Water Treatment Plant had reached capacity, which caused the City to begin denying applications for sewer concurrency.

As a way to allow for project permits to be processed even though sewer concurrency could not be granted, the City adopted an ordinance allowing an alternative procedure for processing project permit applications without sewer concurrency while the City undertakes improvements to the Waste Water Treatment Plant (WWTP) to expand capacity. However, the ordinance did not contemplate distribution of a limited number of sewer connections; rather it addressed when a large number of connections would be available when phase I of the WWTP expansion project was complete.

Through the construction of incremental improvements to the WWTP that have already been completed, the City anticipates that additional sewer capacity will be available prior to the full WWTP expansion project completion. The proposed ordinance establishes a procedure of the issuance of sewer concurrency reservation certificates (CRCs) for such additional sewer capacity.

One of the goals of this ordinance is to issue sewer CRCs to projects that will allow projects ready for construction to proceed in an expeditious manner, with the associated creation of jobs, fees, tax revenues, and to promote economic development. To help achieve these goals, priority will be given to projects that are ready to go, or can get ready to go in a short time frame. More details of the CRC issuance priority criteria can be found in Section 1.B.1. of the ordinance.

Also in support of the goals of this ordinance, and to help insure that CRCs are not issued and held indefinitely when sewer CRCs are in short supply, the applicant will be required to pay an upfront deposit prior to the issuance of a sewer CRC equal to the current connection fee. It is anticipated that an applicant will not pay the deposit if they do not wish to move forward with their project rather quickly.

As shown in Section 2 of the ordinance, the deposit requirement would sunset on October 1, 2009 unless extended by Council. It is anticipated that this clause would no longer be needed after this date because if a project has not put a deposit up for the issuance of a sewer CRC by this date, they will most likely not benefit from doing so at that time. This is because it is anticipated that a number of CRCs will become available at that time as a result of progress in the WWTP expansion project.

As also shown in Section 2 of the ordinance, all of Section 1.B. of the ordinance would sunset on May 31, 2010 with the sunset of the Alternative Sewer Concurrency processing ordinance (Ordinance No. 1114) and the completion of the WWTP expansion project. Section 1.B. of the ordinance is intended to be temporary to address the issuance of sewer CRCs when availability is limited to less than the demand. It is anticipated that there would be enough sewer capacity for the expected demand until additional WWTP improvements were completed and a revised operating permit obtained.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This issue was brought before the Operations & Public Projects (Ops) Committee on March 19, 2009. Various options were discussed. This issue was brought to Council on April 27th, 2009 and the attached proposed ordinance was revised based on comments and direction from Council from that meeting. The proposed ordinance was heard by Council on May 11, 2009 for a first reading.

RECOMMENDATION / MOTION

Move to: Approve an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to sewer capacity; establishing a process for the allocation of limited sewer capacity; amending section 19.10.015 of the Gig Harbor Municipal Code; providing for severability and an effective date.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CAPACITY; ESTABLISHING A TEMPORARY PROCESS FOR THE ALLOCATION OF LIMITED SEWER CAPACITY; AMENDING SECTION 19.10.015 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City adopted a concurrency ordinance for water, sewer and transportation at chapter 19.10 of the Gig Harbor Municipal Code; and

WHEREAS, the City's concurrency ordinance allows for the administrative denial of any application for a water, sewer or concurrency certificate if there is no available capacity; and

WHEREAS, the City's engineering consultants, Cosmopolitan Engineering Group, Inc., issued a memorandum dated June 8, 2007, on the status of the City's Waste Water Treatment Plant ("WWTP"), stating that the WWTP is at its maximum capacity for the maximum month and peak day flows; and

WHEREAS, a Technical Memorandum was prepared, submitted and approved by the Department of Ecology on September 23, 2007, which summarized the current WWTP deficiencies and provided an outline of the necessary plant improvements; and

WHEREAS, the City is currently working on the necessary improvements to the WWTP that will provide more operational capacity; and

WHEREAS, completion of the improvements that will provide additional capacity is scheduled for mid-to-late 2010, but the City cannot predict the exact date that additional capacity will be available; and

WHEREAS, the lack of capacity prevents the City from approving and reserving sewer concurrency certificates for certain comprehensive plan amendments, project permit applications or utility extension agreements; and

WHEREAS, the City adopted an ordinance allowing an alternative procedure for processing project permit applications without sewer concurrency while the City undertakes improvements to the WWTP; and

WHEREAS, under the alternative procedure, the City processes project permit applications up to the point that applications are ready for a final decision, and at that time places the project on a waitlist for a concurrency reservation certificate pending available sewer capacity; and

WHEREAS, the City anticipates that additional sewer capacity will be available prior to completion of the improvements to the WWTP due to permit revisions, withdrawals and minor system upgrades; and

WHEREAS, the City Council desires to establish a procedure for the issuance of sewer concurrency reservation certificates to allocate such additional sewer capacity; and

WHEREAS, due to the limited amount of additional capacity anticipated, the City Council desires to temporarily prioritize the issuance of sewer CRCs in a manner that will allow projects ready for construction to move forward in an expeditious manner; and

WHEREAS, allocating sewer CRCs to projects ready for construction will create jobs, generate fees and tax revenues for the City, and promote economic development; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____, 2009; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 19.10.015 Amended. Section 19.10.015 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.10.015 Procedure for capacity reservation certificates.

A. After receipt of a complete application for a CRC, the director shall process the application in accordance with this chapter and issue the CRC or a denial letter.

B. The City made a prior determination that no sewer capacity is available until substantial improvements are completed at the City's Waste Water Treatment Plant, and established an interim process for alternative project permit processing under GHMC 19.02.035.

1. If additional sewer capacity becomes available prior to completion of the improvements to the Waste Water Treatment Plant, the director shall process requests for such additional sewer capacity in the following priority:

First, to applicants with complete building permit applications where the project is comprised of tenant improvements or single-family residential construction and where the applicant has completed the alternative project permit process to the point where the project is ready for final decision and placed on the waitlist referenced in GHMC 19.02.035(G), in the order placed on the waitlist;

Second, to applicants with complete building permit applications where the project is comprised of tenant improvements or single-family residential construction and where no additional land use approval is required, in the order that the accompanying sewer CRC application became complete;

Third, to remaining applicants who have completed the alternative project permit process to the point where the project is ready for final decision and placed on the waitlist referenced in GHMC 19.02.035(G), in the order placed on the waitlist;

Fourth, to applicants with complete project permit applications not identified above in the order that the accompanying sewer CRC application became complete.

2. In the event that an applicant requires more sewer capacity than available, the director shall inform the applicant that the sewer CRCs cannot be issued at that time. If the project is already on the waitlist referenced in GHMC 19.02.035(G), the project will retain its position on the waitlist. If an applicant on the waitlist is eligible to receive sewer CRCs under GHMC 19.10.015(B)(1) but declines the sewer CRCs when offered, the project will retain its position on the waitlist. New projects undergoing the alternative project permit process set forth in GHMC 19.02.035 will be placed on the waitlist in accordance with the provisions of GHMC 19.02.035.

3. Prior to the issuance of sewer CRCs under this section, the applicant shall pay a deposit for connection charges. The deposit shall be in the amount of the connection fee in effect on the date of issuance of the CRC. In the event the connection fee is greater at the time of connection, the applicant shall pay the difference prior to connection. If the applicant fails to connect to the system prior to expiration of the CRC, the applicant shall forfeit Five Hundred Dollars (\$500) of the deposit to cover the City's administrative and related expenses.

Section 2. Sunset clause. The provisions of GHMC 16.10.015(B)(3) shall automatically expire on October 1, 2009, unless extended by the City Council. The provisions in GHMC 16.10.015(B) shall automatically expire on May 31, 2010, unless extended by the City Council.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Subject: Second Reading of Ordinance – ED and PCD-BP Intent and Allowed Uses (ZONE 08-0007)

Proposed Council Action: Adopt ordinance at this second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: May 26, 2009

Exhibits: Draft Ordinance; Planning Commission Recommendation; Planning Commission Minutes
Initial & Date

Concurred by Mayor:

CLH 5/13/09

Approved by City Administrator:

ROK

Approved as to form by City Atty:

ama. 5/4/09

Approved by Finance Director:

N/A

Approved by Department Head:

TD 5/13/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The City Council asked the Planning Commission to review the intent statements of the Employment District (ED) and Planned Community Development Business Park (PCD-BP) zoning districts and the allowed uses within those zones to ensure that the intent and uses are consistent with each other.

The Planning Commission held work study sessions on this text amendment on April 3rd, May 15th, June 6th, June 18th, June 30th, October 16th, November 6th and December 4th, 2008. Work study sessions were also held on January 7th and 15th, 2009. A public hearing was held on June 30th, 2008 and on February 19, 2009.

After the February 19, 2009 public hearing, the Planning Commission recommended changes to the ED and PCD-BP zones to attain Comprehensive Plan consistency. A copy of the Commission's recommendation is included. If adopted, the amendments recommended by the Planning Commission would:

- 1) Amend the intent statement of the Employment District (ED)
- 2) Amend the intent statement of the Planned Community Development Business Park district (PCD-BP)
- 3) Amend the allowed uses in the ED zone.
- 4) Amend the allowed uses in the PCD-BP zone.
- 5) Add definitions for "ancillary services" and "business services" and amend the definitions for "personal services" and "industrial, level 1"

At the Council and Planning Commission joint work-study session on March 16, 2009, the Council asked staff to suggest performance standards for restaurants which would limit their size and/or location in industrial zones. The suggested performance standards were proposed at the first reading and have been incorporated into the draft ordinance.

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).

Gig Harbor Comprehensive Plan:

From the Land Use Element of the Comprehensive Plan

Policy 2.2.3.a:

Employment Centers

Broadly defines an area that is intended to meet long-term employment needs of the community. Employment centers consist of the following:

- 1) *Wholesale distribution facilities*
- 2) *Manufacturing and assembly*
- 3) *Warehousing/storage*
- 4) *Business offices/business complexes*
- 5) *Medical facilities/hospitals*
- 6) *Telecommunication services*
- 7) *Transportation services and facilities*
- 8) *Conditional allowances of commercial facilities which are subordinate to and supportive of employment activities*

Policy 2.2.3.f.9:

Planned Community Development Business Park (PCD-BP) - *Provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly, and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises; is intended to be devoid of nuisance factors, hazards and potentially high public facility demands; and retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.*

Planning Commission Analysis:

The following is a synopsis of the issues discussed and reviewed by the Planning Commission:

Intent Statements of Zones: The Planning Commission feels it is inappropriate that the current intent statement of the ED and PCD-BP zones are identical: The zones implement different land use designations and policies and are located in areas of the City with different surrounding uses and constraints. In differentiating the zones, the Planning Commission feels that the ED zoning district is a more appropriate location for industrial

type uses given the intent of the Employment Center land use designation. Whereas, the Planning Commission feels the PCD-BP district is more suitable for business and professional office uses, with some light industry, given the PCD-BP's location within the greater planned community development area in Gig Harbor North.

Uses: For both zones, the Planning Commission feels the allowed uses need to be consistent with the revised intent statements and the policies in the Comprehensive Plan. In general, the Planning Commission feels that the school and residential type uses currently allowed in these zones are incompatible with the zones intent. However, the Planning Commission recognizes the need to allow new business services and ancillary services to support the allowed office and industrial uses. The Commission also feels that some supporting and complementary uses (restaurant and recreation) should be allowed in both zones provided they are not detrimental to the primary intent of the zone. Furthermore, the Planning Commission feels that heavier industrial uses (industrial level 2) are not appropriate for the PCD-BP zones given the location of these districts within the planned community development area. Finally, the Commission feels that retail uses, if subordinate to the principal use, should be allowed in order to support manufacturing and assembly businesses.

In specific, the following use changes are proposed for the ED district:

New Permitted Uses: Restaurant 1, product services level 2, marine boat sales 1

New Conditional Uses: Sales level 1, 2 and 3; automotive fuel-dispensing facilities; restaurant 2 and 3; marine boat sales 2; marine industrial

Changing from Permitted to Conditional Use: Clubs

New Prohibited Uses: Primary, secondary and higher educational schools; community recreation halls; parks.

New Performance standards: Independent living facilities, sales and restaurants

In specific, the following use changes are proposed for the PCD-BP district:

New Permitted Uses: Restaurant 1, lodging level 3

New Conditional Uses: Houses of religious worship; sales level 1; commercial child care; indoor and outdoor commercial recreation; commercial entertainment; automotive fuel-dispensing facilities; restaurant 2 and 3

Changing from Permitted to Conditional Use: Industrial level 1

New Prohibited Uses: Family day care providers; adult family homes; primary and secondary educational schools; industrial level 2.

New Performance standards: Sales and restaurants

Definitions: The Planning Commission wants to add an ancillary services use category to allow services in office buildings which are directed primarily to employees, such as cafeterias and day care centers. The Commission proposes that ancillary services be allowed in all zones which allow office uses. The Commission also felt that the personal services category should be broken up into two categories: one that focused on services to individuals and one for services to businesses. This would allow the city to allow services such as banks and postal services without allowing salons and laundromats.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on August 6, 2008 for this non-project GMA action as per WAC 197-11-340(2). Due to comments

received, the City extended the comment period to January 2, 2009. The appeal period ended on January 9, 2009 and no appeals were filed.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission is recommending approval of the proposed text amendments.

RECOMMENDATION / MOTION

Move to: Adopt ordinance at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING NEW DEFINITIONS FOR ANCILLARY SERVICES AND BUSINESS SERVICES; AMENDING DEFINITIONS FOR INDUSTRIAL LEVEL 1 AND PERSONAL SERVICES; PROHIBITING PRIMARY, SECONDARY AND HIGHER EDUCATIONAL SCHOOLS, COMMUNITY RECREATION HALLS AND PARKS IN THE ED DISTRICT; ALLOWING RESTAURANT 1, PRODUCT SERVICES LEVEL 2 AND MARINE BOAT SALES LEVEL 1 USES IN THE ED DISTRICT; ALLOWING CLUBS, SALES LEVEL 1, 2 AND 3, AUTOMOTIVE FUEL-DISPENSING FACILITIES, RESTAURANT 2 AND 3, MARINE BOAT SALES LEVEL 2 AND MARINE INDUSTRIAL USES AS CONDITIONAL USES IN THE ED DISTRICT; ALLOWING INDEPENDENT LIVING FACILITIES IN THE ED DISTRICT ONLY WHEN IN COMBINATION WITH ASSISTED LIVING FACILITIES, SKILLED NURSING FACILITIES OR HOSPITALS; PROHIBITING FAMILY DAY CARE PROVIDERS, ADULT FAMILY HOMES, PRIMARY AND SECONDARY SCHOOLS, AND INDUSTRIAL LEVEL 2 USES IN THE PCD-BP DISTRICT; ALLOWING RESTAURANT 1 AND LODGING LEVEL 3 USES IN THE PCD-BP DISTRICT; ALLOWING HOUSES OF RELIGIOUS WORSHIP, SALES LEVEL 1, COMMERCIAL CHILD CARE, INDOOR AND OUTDOOR COMMERCIAL RECREATION, COMMERCIAL ENTERTAINMENT, AUTOMOTIVE FUEL-DISPENSING FACILITIES, RESTAURANT 2 AND 3, AND INDUSTRIAL LEVEL 1 USES AS CONDITIONAL USES IN THE PCD-BP DISTRICT; AMENDING THE INTENT STATEMENT OF THE ED DISTRICT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN AND DIFFERENTIATE THE DISTRICT FROM THE PCD-BP DISTRICT; AMENDING THE INTENT STATEMENT OF THE PCD-BP DISTRICT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN AND DIFFERENTIATE THE DISTRICT FROM THE ED DISTRICT; ADDING PERFORMANCE STANDARDS FOR SALES AND RESTAURANT USES IN THE ED DISTRICT AND PCD-BP DISTRICTS; AMENDING THE CATEGORY OF USES IN THE PCD-BP DISTRICT; ALLOWING BUSINESS SERVICES IN ALL DISTRICTS WHICH ALLOW PERSONAL SERVICES; AND ALLOWING ANCILLARY SERVICES IN ALL DISTRICTS WHICH ALLOW OFFICE USES; ADDING NEW SECTIONS 17.04.045 AND 17.04.201; AND AMENDING SECTIONS 17.04.424, 17.04.657, 17.14.020, 17.45.010, 17.45.040, 17.54.010, 17.54.025,

**17.54.030 OF THE GIG HARBOR MUNICIPAL CODE;
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the current intent statements of the Employment District (ED) and Planned Community Development Business Park (PCD-BP) zoning districts are nearly identical; however, the zones implement different land use designations and are located in areas of the City with different surrounding uses and constraints; and

WHEREAS, the city desires to amend the intent statements of the ED and PCD-BP zoning districts to be consistent with the Comprehensive Plan and to differentiate the two zoning districts; and

WHEREAS, the ED zoning district is an appropriate location for industrial type uses given the intent of the Employment Center land use designation;

WHEREAS, the PCD-BP zoning district is more suitable for business and professional office uses, with some light industry, given the district's location within the greater planned community development area in Gig Harbor North; and

WHEREAS, the city desires to amend the uses allowed in the ED and PCD-BP zoning districts to be consistent with the Comprehensive Plan and new intent statements; and

WHEREAS, the city desires to allow a limited amount of supporting and complementary service, restaurant, and recreational uses in the ED and PCD-BP zoning districts to provide services to tenants and patrons and to allow off-peak use in the districts; and

WHEREAS, retail sales, if subordinate to the principal uses, would be beneficial in the ED and PCD-BP zoning districts to support manufacturing, assembly and light industrial uses; and

WHEREAS, the primary and secondary school uses currently allowed in the ED and PCD-BP zones are incompatible with the intent of the districts and corresponding land use designations and should be prohibited; and

WHEREAS, the city recognizes the need to allow new business services and ancillary services in the ED and PCD-BP zoning districts to support the allowed office and industrial uses; and

WHEREAS, the city desires to add an ancillary services use category to allow services in office buildings which are directed primarily to employees, such as cafeterias and day care centers; and

WHEREAS, the city desires to prohibit exterior signage for ancillary services in order to assure that the service is directed to employees rather than primary destination users or pass-by users; and

WHEREAS, the city desires to allow ancillary uses in all zones which allow office uses; and

WHEREAS, the current personal services use category includes uses for both individuals and businesses; and

WHEREAS, the city desires to have a separate use category for business related services and allow such use in all zones which allow personal services; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on August 6, 2008; and

WHEREAS, on August 6, 2008, a copy of this Ordinance was sent to the Washington Department of Community, Trade and Economic Development, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on February 19, 2009 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 May 11, 2009; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. A new Section 17.04.045 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.045 Ancillary services

"Ancillary Services" means services primarily for the employees of a primary permitted use. Examples of such uses include day care centers, cafeterias and exercise facilities for the benefit of the employees. Ancillary services shall not have exterior signage.

Section 2. A new Section 17.04.201 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.201 Business services

“Business services” means an establishment engaged in providing services to individuals, business and professional office uses. Examples of such uses include: postal services, financial institutions, photocopying and reproduction services, janitorial services, graphic design services, advertising services, data processing services, employment agencies.

Section 3. Section 17.04.424 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.424 Industrial, level 1

“Industrial, level 1” means the assembly, production, or storage of finished or semi-finished materials or components into a finished or semifinished product. Acceptable uses must have minimal nuisance factors such as, but not limited to, noise, light, glare, odors, particulate emissions and hazardous waste. Examples of acceptable uses include contractor’s office and/or shop, light assembly, light manufacturing, mailing and packaging facilities, warehousing, cinematography and video production facilities, research and development facilities, linen, diaper and similar supply services and laundry facilities.

Section 4. Section 17.04.657 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.657 Personal services.

“Personal services” means an establishment engaged in providing services involving nonmedical care of a person and/or his or her personal goods or apparel. Examples of such uses include: laundromats, drycleaners, barbers, hairstyling salons, spa services, photography studios, dance schools, karate schools, exercise facilities, ~~postal services, financial institutions, and photocopying services.~~

Section 5. Section 17.14.020 of the Gig Harbor Municipal Code is hereby amended, as last amended by ORD 1148, to read as follows:

17.14.020 Land use matrix

	PI	R-1	R1D	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, triplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Dwelling, multiple-family	-	-	-	-	P	P ⁶	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory apartment ¹	-	C	P	-	P	-	C	C	C	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Home occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C ²²	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	-	C	P	C	-	-	-	C	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	P	C	C ²¹	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	P	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
<u>Business services</u>	=	=	=	=	=	=	P	P	P	P	P	P	P	P	=	P	P	P	P	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P ¹⁶
Sales, level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	C ²³	-	-	P	C ²⁴	P ¹³	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	C	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C ¹⁹	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	P	-	C ¹²	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	-	P	C ²⁴	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	-	P	C ²⁴	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	P	C	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	P	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C ¹¹	-	P ¹¹	C	-	-	-
Wireless communication facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeeshouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

¹³ Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

¹⁴ Residential uses shall be located above a permitted business or commercial use.

¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

¹⁷ Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.

¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.

¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.

²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

²¹ Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

²² Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.

²³ See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.

²⁴ See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.

Section 6. Section 17.45.010 of Gig Harbor Municipal Code Chapter 17.45 Employment District (ED) is hereby amended, to read as follows:

17.45.010 Intent.

The employment district is intended to enhance the city's economic base by providing suitable areas to support the employment needs of the community. The employment district provides for the location of high quality design development and operational standards for manufacturing, product processing, technology research and development facilities, light assembly, and warehousing, distribution, contractor's yards associated support service and retail uses, business and professional office uses services, corporate headquarters, medical facilities and other supporting enterprises and complementary educational and recreational uses which are not detrimental to the employment district. Limited retail, business and support services that serve the needs of the employment district tenants and patrons are allowed. The employment district is intended to be devoid of have limited nuisance factors and hazards and potentially high public facility demands. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.

Section 7. Section 17.45.040 of Gig Harbor Municipal Code Chapter 17.45 Employment District (ED) is hereby amended to add new subsections N and O, to read as follows:

17.45.040 Performance standards.

* * *

N. Sales. Sales, level 1 and level 2; and, marine boat sales, level 2 uses are allowed if subordinate to the principal tenant use and occupy no more than 25 percent of the gross floor area of the principal tenant use.

O. Restaurants. Restaurant 2 and 3 uses are limited to no more than 25 percent of the gross floor area of a building.

Section 8. Section 17.54.010 of Gig Harbor Municipal Code Chapter 17.54 Planned Community Development Business Park District (PCD-BP) is hereby amended, to read as follows:

17.54.010 Intent.

The business park district provides is intended to enhance the city's economic base by providing suitable locations within the planned community development area for the location of high quality design development and operational standards for business and professional offices, corporate headquarters, technology research and development facilities, light industry assembly and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises and complementary educational, recreational and entertainment uses which are not

detrimental to the business park district. The district is not intended to support the general commercial needs of the community; however, limited retail, commercial and support services that serve the needs of the business park tenants and patrons are allowed. The business park district is intended to be compatible with adjoining neighborhoods and be devoid of nuisance factors and hazards and potentially high public facility demands. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.

Section 9. Section 17.54.025 of Gig Harbor Municipal Code Chapter 17.54 Planned Community Development Business Park District (PCD-BP) is hereby amended, to read as follows:

17.54.025 Category of uses.

A. Category I Uses.

- ~~1. Primary schools;~~
- ~~2. Secondary schools;~~
- ~~3. 1. Higher educational schools;~~
- ~~4. 2. Vocational/trade schools;~~
- ~~5. 3. Public/private services;~~
- ~~6. 4. Parks;~~
- ~~7. 5. Utilities;~~
- ~~8. 6. Industrial, level 1;~~
- ~~9. Industrial, level 2;~~
- ~~10. 7. Hospital;~~
- ~~11. 8. Community recreation hall;~~
- ~~12. 9. Clubs and lodges.~~
- 10. House of religious worship
- 11. Recreation, indoor commercial
- 12. Recreation, outdoor commercial
- 13. Entertainment, commercial
- 14. Automotive fuel-dispensing facility

B. Category II Uses.

- ~~1. Family child care;~~
- ~~2. Adult family home;~~
- ~~3. 1. Government administrative offices;~~
- ~~4. 2. Personal services;~~
- ~~5. 3. Professional services;~~
- ~~6. 4. Product services, level 1;~~
- ~~7. 5. Animal clinic;~~
- ~~8. 6. Ancillary sales~~
- 7. Lodging, level 3
- 8. Business services
- 9. Ancillary services
- 10. Sales, level 1

- 11. Commercial child care
- 12. Restaurant 1
- 13. Restaurant 2
- 14. Restaurant 3

Section 10. Section 17.54.030 of Gig Harbor Municipal Code Chapter 17.54 Planned Community Development Business Park District (PCD-BP) is hereby amended to add new subsections O and P, to read as follows:

17.54.030 Performance standards.

* * *

O. Sales, level 1. Sales, level 1, uses are allowed if subordinate to the principal tenant use and occupy no more than 25 percent of the gross floor area of the principal tenant use.

P. Restaurants. Restaurant 2 and 3 uses are limited to no more than 25 percent of the gross floor area of a building.

Section 11. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 12. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION ZONE 08-0007

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: ZONE 08-0007 - ED and PCD-BP Intent and Allowed Uses

The City Council asked the Planning Commission to review the intent statements of the Employment District (ED) and Planned Community Development Business Park (PCD-BP) zoning districts and the allowed uses within those zones to ensure that the intent and uses are consistent with each other.

The Planning Commission held work study sessions on this text amendment on April 3rd, May 15th, June 6th, June 18th, June 30th, October 16th, November 6th and December 4th, 2008. Work study sessions were also held on January 7th and 15th, 2009. A public hearing was held on June 30th, 2008 and on February 19, 2009.

After the February 19, 2009 public hearing, the Planning Commission recommended changes to the ED and PCD-BP zones to attain Comprehensive Plan consistency, including changes to the intent statements and allowed uses. The recommended changes are located at the end of this notice; the reasons for the recommendation are below.

Intent Statements of Zones: The Planning Commission feels it is inappropriate that the current intent statement of the ED and PCD-BP zones are identical: The zones implement different land use designations and policies and are located in areas of the City with different surrounding uses and constraints. In differentiating the zones, the Planning Commission feels that the ED zoning district is a more appropriate location for industrial type uses given the intent of the Employment Center land use designation. Whereas, the Planning Commission feels the PCD-BP district is more suitable for business and professional office uses, with some light industry, given the PCD-BP's location within the greater planned community development area in Gig Harbor North.

Uses: For both zones, the Planning Commission feels the allowed uses need to be consistent with the revised intent statements and the policies in the Comprehensive Plan. In general, the Planning Commission feels that the school and residential type uses currently allowed in these zones are incompatible with the zones intent.

However, the Planning Commission recognizes the need to allow new business services and ancillary services to support the allowed office and industrial uses. The Commission also feels that some supporting and complementary uses (restaurant and recreation) should be allowed in both zones provided they are not detrimental to the primary intent of the zone. Furthermore, the Planning Commission feels that heavier industrial uses (industrial level 2) are not appropriate for the PCD-BP zones given the location of these districts within the planned community development area. Finally, the Commission feels that retail uses, if subordinate to the principal use, should be allowed in order to support manufacturing and assembly businesses.

APPLICABLE COMPREHENSIVE PLAN POLICIES:

From the Land Use Element of the Comprehensive Plan

Policy 2.2.3.a:

Employment Centers

Broadly defines an area that is intended to meet long-term employment needs of the community. Employment centers consist of the following:

- 2) *Wholesale distribution facilities*
- 3) *Manufacturing and assembly*
- 4) *Warehousing/storage*
- 5) *Business offices/business complexes*
- 6) *Medical facilities/hospitals*
- 7) *Telecommunication services*
- 8) *Transportation services and facilities*
- 9) *Conditional allowances of commercial facilities which are subordinate to and supportive of employment activities*

Policy 2.2.3.f.9:

Planned Community Development Business Park (PCD-BP) - *Provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly, and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises; is intended to be devoid of nuisance factors, hazards and potentially high public facility demands; and retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.*

Harris Atkins, Chair
Planning Commission

Harris S. Atkins Date 4/16/2009

RECOMMENDED AMENDMENTS:

A. PROPOSED DEFINITIONS

17.04.657 Personal services.

“Personal services” means an establishment engaged in providing services involving nonmedical care of a person and/or his or her personal goods or apparel. Examples of such uses include: laundromats, drycleaners, barbers, hairstyling salons, spa services, photography studios, dance schools, karate schools, exercise facilities, postal services, financial institutions, and photocopying services.

17.04.201 Business services

“Business services” means an establishment engaged in providing services to individuals, business and professional office uses. Examples of such uses include: postal services, financial institutions, photocopying and reproduction services, janitorial services, graphic design services, advertising services, data processing services, employment agencies.

17.04.045 Ancillary services

“Ancillary Services” means services primarily for the employees of a primary permitted use. Examples of such uses include day care centers, cafeterias and exercise facilities for the benefit of the employees. Ancillary services shall not have exterior signage.

17.04.424 Industrial, level 1

“Industrial, level 1” means the assembly, production, or storage of finished or semi-finished materials or components into a finished or semifinished product. Acceptable uses must have minimal nuisance factors such as, but not limited to, noise, light, glare, odors, particulate emissions and hazardous waste. Examples of acceptable uses include contractor’s office and/or shop, light assembly, light manufacturing, mailing and packaging facilities, warehousing, cinematography and video production facilities, research and development facilities, linen, diaper and similar supply services and laundry facilities.

B. PROPOSED USE CHANGES

17.14.020 Land use matrix

	Pl	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, triplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P

	PI	R-1	RLD	R-2	RMID	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Dwelling, fourplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, multiple-family	-	-	-	-	P	P ⁶	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory apartment ¹	-	C	P	-	P	-	C	C	C	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Home occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C ²²	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	-	C	P	C	-	-	-	C	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	P	C	C ²¹	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	P	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Business services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	"	"	"	"	"	P	P	P	P	P	P	P	P	"	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P ¹⁶
Sales, level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	C ²³	-	-	P	C ²⁴	P ¹³	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	C	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C ¹⁹	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	P	-	C ¹²	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	P	C	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	P	C	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	P	C	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	P	-	-

Uses	PI	R-1	RLD	R-2	RIMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	P ¹¹	C	-	-	-
Wireless communication facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

¹³ Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

¹⁴ Residential uses shall be located above a permitted business or commercial use.

¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

¹⁷ Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.

¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.

¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.

²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

²¹ Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

²² Independent living facilities conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.

²³ See GHMC Section 17.45.040(N) for specific performance standards of sales uses in the ED zone.

²⁴ See GHMC Section 17.54.030(O) for specific performance standards of sales uses in the PCD-BP zone.

C. PROPOSED ED CHAPTER CHANGES

Employment District (ED)

17.45.010 Intent.

The district is intended to enhance the city's economic base by providing suitable areas to support the employment needs of the community. The employment district provides for the location of high-quality design-development and operational standards for manufacturing, product processing, technology research and development facilities, light-assembly, and warehousing, distribution, contractor's

~~yards associated support service and retail uses, business and professional office uses services, corporate headquarters, medical facilities and other supporting enterprises and complementary educational and recreational uses which are not detrimental to the employment district. Limited retail, business and support services that serve the needs of the employment district tenants and patrons are allowed. The employment district is intended to be devoid of have limited nuisance factors and hazards and potentially high public facility demands. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.~~

17.45.040 Performance standards. (ED)

* * *

N. Sales. Sales, level 1 and level 2 and marine boat sales, level 2 uses are allowed if subordinate to the principal tenant use and occupy no more than 25 percent of the gross floor area of the principal tenant use.

D. PROPOSED PCD-BP CHAPTER CHANGES

Planned Community Development Business Park District (PCD-BP):

17.54.010 Intent.

~~The business park district provides is intended to enhance the city's economic base by providing suitable locations within the planned community development area for the location of high quality design development and operational standards for business and professional offices, corporate headquarters, technology research and development facilities, light industry assembly and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises and complementary educational, recreational and entertainment uses which are not detrimental to the business park district. The district is not intended to support the general commercial needs of the community; however, limited retail, commercial and support services that serve the needs of the business park tenants and patrons are allowed. The business park district is intended to be compatible with adjoining neighborhoods and be devoid of nuisance factors and hazards and potentially high public facility demands. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.~~

17.54.025 Category of uses.

A. Category I Uses.

- ~~1. Primary schools;~~
- ~~2. Secondary schools;~~
- ~~3. 1. Higher educational schools;~~
- ~~4. 2. Vocational/trade schools;~~
- ~~5. 3. Public/private services;~~
- ~~6. 4. Parks;~~
- ~~7. 5. Utilities;~~

- ~~8.~~ 6. Industrial, level 1;
- ~~9.~~ Industrial, level 2;
- ~~10.~~ 7. Hospital;
- ~~11.~~ 8. Community recreation hall;
- ~~12.~~ 9. Clubs and lodges.
- 10. House of religious worship
- 11. Recreation, indoor commercial
- 12. Recreation, outdoor commercial
- 13. Entertainment, commercial
- 14. Automotive fuel-dispensing facility

B. Category II Uses.

- ~~1.~~ Family child care;
- ~~2.~~ Adult family home;
- ~~3.~~ 1. Government administrative offices;
- ~~4.~~ 2. Personal services;
- ~~5.~~ 3. Professional services;
- ~~6.~~ 4. Product services, level 1;
- ~~7.~~ 5. Animal clinic;
- ~~8.~~ 6. Ancillary sales
- 7. Lodging, level 3
- 8. Business services
- 9. Ancillary services
- 10. Sales, level 1
- 11. Commercial child care
- 12. Restaurant 1
- 13. Restaurant 2
- 14. Restaurant 3

17.54.030 Performance standards. (PCD-BP)

* * *

O. Sales, level 1. Sales, level 1, uses are allowed if subordinate to the principal tenant use and occupy no more than 25 percent of the gross floor area of the principal tenant use.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
April 3, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Harris Atkins, Jeane Derebey and Joyce Ninen. Commissioners Theresa Malich, Jill Guernsey and Dick Allen were absent. Staff present: Jennifer Kester, and Stephanie Pawlawski.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES

In the minutes from March 6th, 2008 Planning Commissioner Joyce Ninen noted one typo on the last page, at the top second paragraph 5th line, says "is doesn't". It was also pointed out that on the previous page it should be Ms. Malich rather than "she".

MOTION: Move to approve minutes of March 6th, 2008 with the changes. Ninen/Derebey – Motion carried.

It was noted that the Commissioners present had been corrected in the minutes for March 20th, 2008. Ms. Derebey noted that on the 4th page 2nd paragraph the sentence beginning Mr. Dolan said, didn't make sense. It was decided to add the word areas. It was also noted on that on line 5 of the same page it should read original retail rather than retails. In the paragraph above number three where it says Mr. Atkins felt that there should be some mechanism for dealing with neighborhood transition issues it was decided to delete the phrase "when there is a problem".

MOTION: Move to approve the minutes of March 20th, 2008 with the changes mentioned. Pasin/Derebey – motion carried

1. Overview of text amendment to be reviewed during the second quarter of 2008.

Senior Planner Jennifer Kester passed out the new information for this quarter for the Planning Commission binders. She pointed out what was being reviewed and the staff reports for each. She went over each of the amendments and the elements of each.

Mr. Pasin asked if the vegetation amendment would receive some input from the Mayor since that was something that was important to him and asked how they were going to get some input from the DRB. Ms. Kester noted that she had asked the DRB for volunteers and there were some members that were interested and are aware of the schedule and that the meetings will begin in May. She also stated that the Mayor has given some input to staff and she could provide that to the Planning Commission.

Ms. Kester stated that the Quadrant development will be an example of our current standards for everyone to compare. She did note; however, that ordinarily there would need to be trees on the frontage of Borgen but they had found laminated root rot in the trees so they had to be removed and planted with another species. Discussion followed on the Harbor Crossing plat and it's greenbelt with Canterwood. Ms. Kester explained that Canterwood had cleared their own buffer and that is why it appears that there is no buffer. Ms. Derebey noted that there is a huge problem with beetles destroying trees.

Ms. Kester went on to say that new for this quarter is the height restriction area criteria amendment, which we will be having a work session on tonight. She noted that they will also be holding a public hearing on the gross floor area changes on April 17th. Ms. Derebey had a question about the RB-1 changes and if they could be split into two work study session. Ms. Kester agreed that it wasn't ready for a hearing but they could plan for an upcoming work study session. She also stated that they will be discussing the area wide rezone from MUD to the Mixed Use zone. Discussion continued on the process for the RB-1 amendments and that some of them may need comprehensive plan amendments as well.

Ms. Kester went on to say that the Planning Commission will have one more meeting before their joint meeting with the City Council on the 21st and that the Design Review Board will have a joint meeting with the City Council on another night. Mr. Pasin noted that the Design Review Board would like to discuss the issue of utilizing the hearing examiner for certain projects. Mr. Atkins stated that he would like to know how the new review process is working. Ms. Ninen asked about the update of the Shoreline Master Program. Ms. Kester said that we are about to begin interviewing consultants and when the consultant is selected they will provide a public participation plan. Ms. Kester explained the process and that the Planning Commission will be making a recommendation to the City Council regarding the Shoreline Master Program. The development of the plan will probably take around a year and a half.

**2. Carl Halsan, Halsan Frey LLC, P.O. Box 1447, Gig Harbor WA 98335 –
ZONE 07-0012 – Height Restriction Area Special Exception**

Ms. Kester stated that this was a private developer proposal to create a new section which would provide a special exception process where someone could apply to be exempt from the provisions of the height restriction area if their development would not affect another properties view. Staff is recommending an alternative amendment to the criteria for removal. She noted that staff has felt that perhaps the criteria is not meeting the chapter but have not had that tested by the Hearing Examiner. Ms. Kester stated that recently the owners of the property where the Shenandoah is stored have asked for a rezone back to R-1 and to be removed from the height restriction area because of the topography. She went on to say that it had gone to hearing and in the criteria it talks about views from the property not views across the property. It was approved by the Hearing Examiner because it met the intent of the chapter.

Ms. Ninen pointed out that the code states that the property itself should have a view rather than dealing with surrounding properties. Ms. Kester said that the applicant had acknowledged that the staff suggestion would work. Mr. Atkins asked why if it is a Type IV application, it went to the Hearing Examiner. Ms. Kester pointed out where it refers you to a Type III application and the table identifies it as a Type III. Planning staff made an interpretation and presented that to the Hearing Examiner. Mr. Atkins expressed that sometimes Hearing Examiners don't really deal well with issues that are subjective, so sometimes these height restriction and view issues are better decided by the City Council.

Ms Kester then went through what the applicant was proposing which was a new exception to the height restriction area. She stated that staff had a concern with just limiting it to properties within the height restriction area as there are properties that have views that are not within the height restriction area. She felt that if they wanted to adopt a special exception it should deal with adjacent properties being impacted rather than just those within the height restriction areas. Mr. Pasin said that if you use a term like adjacent, what happens if you are two lots away. Ms. Kester said we would have to write a definition of what adjacent is. Mr. Pasin asked why we would we want to provide exceptions to the height restriction area and Ms. Derebey agreed. Ms. Ninen said well perhaps that is why staff was suggesting that it be a change to the criteria rather than an exception so that if you are not impacting anyone else's views than perhaps you should be removed. Mr. Atkins agreed. Ms. Kester pointed out which properties were being considered for development that had begun this amendment. Mr. Pasin said that he felt that both properties were examples where they don't necessarily have a view because of the trees and when the trees come down other properties could potentially have a view. Ms. Kester said that whatever criteria we write it will be the burden of the applicant to show that it will not impact other properties views. Mr. Atkins asked what constitutes a view, is it a tiny sliver? Ms. Ninen asked about a possible legal definition of a view and Ms. Kester said she would look into it.

Ms. Kester said that the code does say it has to be a view of Gig Harbor Bay, Puget Sound or the Narrows. Discussion continued on that it should be any amount of a view. Mr. Pasin asked if a view of Gig Harbor Bay mean you need to actually see the body of water and expressed concern with messing with the height restriction area as it has worked pretty well. Ms. Kester stated that she anticipated other people exploring being removed from the height restriction area map since the decision on the Shenandoah property. Mr. Atkins asked for further clarification on the decision. Ms. Kester explained that it didn't restrict views from adjacent properties and met the intent of the comprehensive plan. She talked about the gradient of the land and Mr. Atkins asked why are we worried about the gradient and Ms. Kester said that she and Associate Planner Kristin Moerler had tried to figure it out and she believed it was because of the view potential on sloped land. Mr. Atkins said that he felt that if you say something has potential for a view then perhaps that is enough whether they have a slope or not. She stated that staff felt that Item D was perhaps not really necessary and that Item C was just extra protection. Mr. Atkins said that he felt that the Hearing Examiner was looking for black and white and didn't want to deal with subjectivity. Ms Derebey talked about

what is adjacent properties and what did that mean and suggested that perhaps it should say properties within the line of sight of the subject property. Ms. Kester asked how far the line of sight can go and how would a property owner figure that out. Mr. Atkins said that this particular area defines a right and we are talking about creating a privilege for someone and it is their burden to show that they deserve the privilege. Ms. Kester brought up the issue of what is "potentially possess" a view. What if the current development is one story but if they redevelop and make it two stories, potentially they could have a view. Mr. Pasin brought up the issue of views within the proposed development and possible loss of those views as well. He pointed out that the height restriction area just says that you have to stay within a certain height it doesn't say that you can't block someone's view. Mr. Pasin asked why we would want to let people get out of it. Ms. Ninen said that we are trying to make the criteria be in line with the intent and what Ms. Kester has written really strengthens the criteria. Ms. Ninen asked how the city would handle notifying the property owners within the line of sight. Ms. Kester said that was a good point because we would have to figure out how we could map that. Ms. Ninen said that line of sight was a good concept but would be difficult to manage. Ms. Kester said that this was something to think about since a number would just be arbitrary.

Mr. Pasin asked why we use the word area in Item B and Ms. Kester said that could be changed to say property. Ms. Kester then asked what the right gradient of slope was for Item C. Mr. Pasin said that he thought that it should remain at 5% and Mr. Atkins agreed. Mr. Atkins then brought up the exclusions and Ms. Kester explained through an illustration. He then asked if the phrase subject site should be changed to property requesting to be removed from height restriction area. Ms. Derebey agreed that subject site could be confusing. Ms. Kester agreed to check on that. Ms. Derebey asked why can't we say 5% or greater in a downhill slope? Mr. Pasin gave an example of a piece of property at the bottom of Soundview that if you were over by the Harbor Inn looking uphill you would be able to see Mt. Rainier across that piece of property at the bottom of Soundview. Ms. Kester said that in that case there is a grade change of at least 5%. Mr. Pasin said that he was still concerned with views within a parcel that is removed from the height restriction area. Ms. Kester said that she did see one loop hole within the language is that if there was an entire group of homeowners like Spinnaker Ridge and they all applied for every single one of their properties to be removed you get a large chunk of area removed from the height restriction area that might affect other properties and that might be where Item C would come into play. Ms. Kester verified that they don't really like the idea of an exception but rather to amend the map. Ms. Kester verified that with these changes they would be ready to go to hearing on this proposal. Mr. Atkins asked if they wanted to change the intent statement. Ms. Ninen asked if the height restriction area was going to be looked at during the view basin segment of the neighborhood design areas. Ms. Kester said that it may result in changes to the map. Ms. Kester also noted that there are no criteria for what to do to be included in the height restriction area. Ms. Derebey asked if it should say that the intent is not to restrict views or potential views. Ms. Ninen stated that she thought that it was a good place to put that statement. Discussion followed on some of the areas pending annexation that may need to be included in the height restriction area. Ms.

Kester said that she was not sure that it was necessary to say potential views. Ms. Derebey said that there are areas that are not in the view basin that may have a view.

Ms. Kester said that she would contact the applicant to see if he was willing to hold a hearing on the staff proposal rather than on both proposals. Ms. Kester said the next meeting will be a public hearing on this item.

3. Identification of any key areas of change to the land use map the Planning Commission wants to work on in this year's cycle.

Ms. Kester stated that the 3rd quarter is for the comprehensive plan amendments and explained the process. She noted that the council will be deciding which of the proposed comp plan amendments are worthy of taking forward. Mr. Atkins said that he had found three areas that he identified as needing change. Ms. Kester said that if they want to put something forward for change she needs to know which areas. Mr. Atkins said that the three areas he had were the Soundview area where it's residential medium and there is a lot of single family residential zoning, and further down Soundview there is an area that is residential low and the zoning is R-2. Ms. Kester stated that there are a couple of things to remember is that all land use map changes have to go through concurrency review and we have no sewer and some areas have traffic issues and she is not sure how it will work when we are doing an up designation in one area and down designating in another area. Mr. Atkins stated that he was worried about how this would affect buildable lands and Ms. Kester said the changes to a lower designation wouldn't necessarily affect buildable lands. In the area where we would be up designating it would create more housing capacity through buildable lands, what may be a concern of the council would be that if it's residential medium someone may want to rezone to RB-2. Ms. Kester explained how concurrency works in relation to zoning. Mr. Atkins asked isn't concurrency based on zoning rather than land use and Ms. Kester that yes, but in the case of up designating it may allow a more intense zone and the council is trying to pay more attention to land use designations to assure that the city has the infrastructure to handle the land use designation. Mr. Pasin asked about the mixed use area that they had discussed and would there need to be a change to the land use map and Ms. Kester did not believe that there would need to be a change to the land use map in order to implement the new MX zone. Mr. Pasin asked about a particular area within the Mixed Use Overlay and Ms. Kester displayed the map and clarified where the land use designations are located.

Ms. Derebey thought they should recommend to the council that they discuss the three areas along Soundview. Everyone agreed and Ms. Kester clarified that they wanted to recommend discussion but not necessarily action at this time.

**4. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –
ZONE 08-0003 – Appropriateness of RB-1 zoning district locations and
allowed uses in the RB-1 zone.**

Mr. Atkins asked that everyone submit their thoughts on the RB-1 issue. Ms. Kester said that at the next meeting there will be three public hearings and hopefully at the end of the hearing we could get a recommendation to the City Council. She noted that the hearing starts at 7:00 and asked did they want to have another item during the work study session at 6:00. They agreed that they would discuss the upcoming meeting with the City Council and the RB-1 issue during the 6:00 work study session.

Ms. Ninen shared information she learned from an on-line class she took on the role of a Planning Commissioner. Ms. Kester stated that the city does have a budget for some of these classes if anyone else is interested. She distributed information on an upcoming Short Course on Planning being offered by Bonney Lake. Ms. Derebey asked about a possible lecture on Buildable Lands and Ms. Kester said she had spoken with Dan Cardwell from Pierce County and he had agreed that he could come talk to the Commission. Discussion continued on buildable lands and how they are calculated.

ADJOURNMENT

MOTION: Move to adjourn at 8:45 p.m. Derebey/Atkins – motion carried.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
May 15th, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners Joyce Ninen, Dick Allen, Theresa Malich, Jeane Derebey and Design Review Board member Rick Gagliano. Absent: Jim Pasin, Harris Atkins and Jill Guernsey. Staff Present: Tom Dolan, Jennifer Kester and Cindy Andrews

CALL TO ORDER: 6:15 pm

APPROVAL OF MINUTES:

MOTION: Move to table the minutes of April 3rd, 2008 and April 17, 2008 until the next meeting. Ninen / Derebey – motion carried.

WORK-STUDY SESSION

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 –**
ZONE 08-0007 – ED and PCD-BP Intent and Allowed Uses

Senior Planner Jennifer Kester discussed the request by City Council that the Planning Commission review the intent statements of the ED and the PCD-BP zoning districts and confirm that the intent and uses would be consistent. Ms. Kester discussed the suggested changes proposed by Wade Perrow, a property owner in the ED and PCD-BP zones. Ms. Kester suggested discussing each item in order as it appeared on the matrix.

EMPLOYMENT DISTRICT (ED):

a) Schools: primary, secondary and higher:

Commission members discussed schools, primary, secondary and higher agreeing that these schools should be prohibited. The Commission agreed a conditional use permit would be appropriate for vocational/trade schools.

b) Community recreation hall, clubs and parks:

Ms. Kester discussed community recreation hall, clubs and parks suggesting that the use should be conditional. Mr. Gagliano asked why it could not be permitted outright. Ms. Kester explained that community recreation halls had the potential of producing high traffic volumes. Ms. Ninen agreed also pointing out possible nuisance factors associated with parks and recreation halls. Ms. Derebey pointed out that parks should not be located in the same vicinity as industrial areas and in areas where large trucks would travel. Ms. Derebey asked for the

definition of essential public facilities. Ms. Kester explained essential public facilities as uses that would be difficult to place in other zones such as group homes, jails and rehabilitation facilities. The Commission felt it was appropriate to prohibit community recreation halls and parks and require conditional use permits for clubs.

c) Living facilities independent, assisted, nursing facilities skilled and Hospitals:

Mr. Gagliano asked if the Hospital should be included in the ED zone. Ms. Kester pointed out that hospitals would create a lot of traffic. Ms. Derebey agreed that this would not be a good fit for a hospital. Ms. Ninen suggested removing living facilities independent and assisted, nursing facilities skilled and hospitals. Commission members agreed.

d) Utilities:

Mr. Gagliano asked about the zoning of the natural gas transfer station located off of Bujacich Rd. Ms. Kester explained the project had been permitted in Pierce County and had been annexed into city limits and currently zoned ED. Ms. Kester suggested keeping it as a conditional use. Commission members agreed

e) Lodging level 1,2 and 3:

Ms. Kester suggested it remain not allowed use.

f) Personal services, professional services and product services level 1 and 2:

Ms. Kester reviewed the uses pointing out that all of the uses currently would be permitted. Ms. Malich suggested removing personal services. Mr. Gagliano agreed. Ms. Kester suggested leaving professional services as permitted and the Commission agreed. The Commission felt that product services level 1 and 2 should be conditionally allowed, but felt that personal services was not in keeping with the intent of the zone and should be prohibited.

g) Sales level 1, 2 and 3:

Ms. Kester reviewed the uses, sales level 1 had been intended for general retail, and level 2 had been intended for car lot sales and level 3 for heavy equipment sales and rentals. Mr. Gagliano noted that the ED zone had been intended to be devoid of nuisance factors. Commission members discussed the definition of nuisance as well as farm equipment and bulk materials. Ms. Ninen disagreed with allowing level 2 and 3 explaining that car and heavy equipment sales would take up too much land not leaving enough room for a corporate headquarters. Mr. Gagliano disagreed suggesting that locating a corporate headquarters next to a prison may not be the best situation either. Ms. Ninen pointed out that none of the sales belonged in the ED as retail would be heavy in traffic and low on employees. Ms. Malich agreed sales should be left out of the ED zone. Mr. Gagliano suggested that C-1 would be a better fit for sales but expressed his concern that Gig Harbor had been limited on the amount of C-1 zoning. Ms. Kester responded pointing out all of the C-1 areas currently in Gig Harbor. Commission members agreed sales level 1, 2 and 3 would not be allowed in ED.

h) Ancillary sales:

Ms. Kester pointed out that Ancillary sales currently would be permitted. Commission members agreed.

i) Commercial child care:

Commission members discussed commercial child care. Ms. Kester explained that currently it would be a conditional use. Mr. Dolan clarified that the care facility could only serve the business that it had been permitted for. Mr. Gagliano questioned if the use would be appropriate. Ms. Derebey felt that it would be as long as it would be serving the employees of the facility only. Mr. Dolan agreed. Ms. Derebey suggested that it be conditional. Commission members agreed.

j) Recreational Indoor commercial, recreational outdoor commercial:

Ms. Kester noted currently the uses would not be allowed in the ED. Commission members agreed to remove both uses.

k) Entertainment commercial:

Commission members agreed not to allow in the ED zone

l) Automotive fuel-dispensing facility:

Commission agreed the use could be a conditional use.

m) Vehicle wash:

Commission members discussed the use agreeing to return later to determine if it would be appropriate in the ED.

n) Parking lot commercial:

Commission members agreed to leave as not an approved use.

o) Animal clinic:

Ms. Derebey pointed out that the use would be similar to professional services. Ms. Ninen agreed. Commission members agreed it should be a permitted use.

p) Kennel:

Ms. Ninen discussed the nuisance factors concerned that a kennel could be a problem. Mr. Gagliano felt that the employment factor would be a concern. Commission members agreed to leave the use out of the ED.

q) Adult Entertainment:

Commission members agreed to leave as is.

r) Marine boat sales, level 1 and level 2:

Commission agreed to leave marine boat sales as prohibited.

s) Ministorage:

Ms. Malich discussed their use by business for storage purposes. Mr. Gagliano felt the use should be kept as conditional. Ms. Ninen had been concerned with the large amount of land used small amount of employment. Mr. Gagliano also expressed concern with the low number of potential employees. Mr. Dolan pointed out that ministorage's would help support local business. Mr. Gagliano asked if the use could be called ministorage commercial. Mr. Dolan felt that a change to ministorage commercial would be difficult to enforce. Commission members agreed to leave as a conditional use.

t) Industrial level 1 and level 2:

Commission members agreed ok as permitted.

u) Wireless communication facilities:

Commission members agreed to leave as permitted.

v) Marine industrial:

Commission members agreed to leave as prohibited.

w) Accessory uses and structures:

Commission members agreed to leave as permitted.

PLANNED COMMUNITY DEVELOPMENT BUSINESS PARK DISTRICT (PCD-BP):

Ms. Kester discussed the intent and uses within the PCD-BP zone. Ms. Kester discussed the fact that the intent statements of the Ed and PCD-BP zones were almost identical and perhaps the Commission should amend the intent of the PCD-BP given its location and the vision of the Commission. Commission members discussed the area around the Canterwood and Borgen Blvd round-a-bout, the St. Anthony's hospital site, the proposed village center and the area around the Costco and YMCA.

a) Residential dwellings:

Commission members agreed residential uses would not be allowed in the PCD-BP zone.

b) Family day care / Adult family home:

Commission members agreed to prohibit these uses as they are related to single-family homes, which are not allowed.

c) Hospitals:

Commission members agreed ok to allow.

d) Schools primary, secondary, higher educational, vocational / trade:

Ms. Ninen and Ms. Derebey agreed only vocational schools should be allowed as a conditional use. All other schools should be prohibited.

e) Public / Private services:

Commission members agreed to leave as allowed.

f) Houses of religious worship:

Commission members agreed to allow as a conditional use.

g) Museum:

Commission members agreed not allowed.

h) Community recreation hall, clubs, parks:

Commission members agreed to leave as allowed

i) Essential public facilities, utilities, lodging:

Commission members agreed to leave as shown.

j) Personal Services:

Commission members agreed it should be prohibited.

k) Professional services:

Commission members agreed ok.

l) Product services level 1 and 2:

Ms. Kester asked if the Commission members felt that the uses should be allowed in the BP. Ms. Derebey and Ms. Ninen felt that level 1 should not be an allowed use. Mr. Gagliano suggested it could be a conditional use. Commission members agreed conditional use for level 1 and prohibit level 2.

m) Sales level 1, 2, 3 and Ancillary sales:

Commission members agreed to allow Ancillary sales but not sales level 1, 2, and 3.

n) Commercial child care:

Commission members agreed to allow as a conditional use.

o) Recreation Indoor / outdoor:

Commission members agreed to prohibit as shown.

p) Animal clinic / kennel:

Commission members agreed animal clinics could be allowed but should prohibit a kennel.

q) Restaurants 1, 2, and 3:

Commission members discussed restaurant use. Ms. Derebey felt that they should be an allowed use in the BP. Ms. Kester agreed that restaurant 1 could be allowed but not 2 and 3. Ms. Derebey asked why level 2 and 3 would be excluded. Ms. Kester explained that the intent

would be for a restaurant or deli to serve the employees of the business park but not to be a destination place for people. Commission members agreed restaurant level one should be a conditional use and prohibit for level 2 and 3.

r) Industrial level 1 and level 2:

Commission members agreed to allow industrial level 1 but prohibit industrial level 2.

2. City of Gig Harbor, 2510 Grandview Street, Gig Harbor, WA 98335:

Zone 08-0008 – Design Manual Standards for Bujacich Road/NW Industrial Neighborhood design area.

Ms. Kester discussed the design standards for the Bujacich road / NW Industrial area and the IBE exemption possibilities suggesting the possibility of creating new standards rather than exempting projects from the existing standards. Ms. Kester presented a power point presentation of business parks in the Puyallup and Sumner area as an example of what could be designed for Gig Harbor. Ms. Kester in her presentation addressed materials, windows details, cornice details, parapets, paint and scoring details, landscaping and berms for screening explaining that the buildings had been nicely designed and constructed for their uses. Commission members discussed the designs and the need for flexibility within the design standards to meet the needs of all types of business.

UPCOMING MEETINGS:

Next meeting June 5th at 6:00 pm, June 19th rescheduled to June 18th at 5:30 pm and July 3rd rescheduled to June 30th at 5:30 pm.

ADJOURNMENT:

MOTION: Move to adjourn at 8:40pm. Derebey / Ninen – motion carried

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
June 5, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners Dick Allen, Jill Guernsey, Jim Pasin, Harris Atkins, Jeane Derebey and Joyce Ninen. Design Review Board member Rick Gagliano. Commissioner Theresa Malich was absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES

MOTION: Move to approve the minutes of April 3, 2008. Ninen/Allen – Motion carried.

It was noted by Commissioner Joyce Ninen that on page 3 in the last sentence in Item 2 of the April 17th minutes the “that” needed to be removed.

MOTION: Move to approve the minutes of April 17th with the noted correction. Ninen/Pasin – Motion carried.

Commissioner Ninen noted that in the May 15th minutes it neglects to mention that Commissioners Pasin, Guernsey and Atkins were absent. Additionally, she noted that on the 1st page there was an extra “e” in employment, on page 2 under Sales Level 1, 2 and 3 on the 4th line the word should be “discussed”. Ms. Ninen also noted that there was no adjournment time listed at the end of the minutes; however she believed it was approximately 8:40 p.m.

Commissioner Harris Atkins said that he hadn’t seen any further discussion of how the commission responded to Mr. Perrow’s proposal reflected in the minutes. Senior Planner Jennifer Kester said that it was more of an informal suggestion, not a formal application; therefore, there was not any further discussion.

Ms. Ninen reminded staff about the page numbering of the minutes and several commissioners that were absent stated informative the minutes were.

MOTION: Move to approve the minutes of May 15th with corrections. Ninen/Derebey – Motion passed with Mr. Pasin abstaining.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – ZONE 08-0007 – ED and PCD-BP Intent and Allowed Uses

Senior Planner Jennifer Kester went over her memo on this topic. She discussed the need to differentiate between the ED and PCD-BP and the Planning Commission’s

desire to rewrite the intent statements of the two zones. She noted that she had provided copies of several cities codes on business park and employment districts. She had also pulled some design standards on light industrial buildings.

Mr. Pasin stated that he would like to hear everyone's vision of the two zones. She noted that she had sent a summary of what the Planning Commission had discussed, to some key stakeholders and invited them to comment and attend the meetings. She agreed that it might be good to start with each commissioner expressing their view of the zones. Mr. Atkins noted that it did seem that there had been some discussion at the last meeting on changing some of the uses. He noted that personal services were not allowed; however they seemed to be the same concept as having a deli. Ms. Kester explained that it had been discussed at the last meeting and there could be an ancillary type use of a gym but not a separate commercial gym.

Mr. Pasin asked why you wouldn't want to have a full restaurant or a gym in a large business park. Planning Director Tom Dolan said that it was decided that the primary intent of the zone was to bring employment uses and not several restaurants and also there may be more traffic with the retail type uses. Planning Commissioner Jeane Derebey said she also had questioned that but then had considered the other issues like it could turn into restaurant row. Mr. Pasin said perhaps his vision of a business park was different than some people. He saw multi story buildings with commercial on the bottom. Mr. Gagliano pointed out that they would have to define it so that they would not dominate the park. Mr. Pasin pointed out that there was still the issue of building size. Acting Chairman Harris Atkins said that his primary concern was that we not prohibit a company from having services for its employees. Commissioner Jill Guernsey noted that unless the company is supporting a day care they would need to take children whose parents don't necessarily work there. She cautioned against looking at them the same as restaurants. Mr. Dolan asked if they were suggesting that a full restaurant be allowed as long as it didn't exceed perhaps 10% of the building. Ms. Kester suggested that through the definition of professional office you could allow the ancillary use or perhaps making an ancillary use category with some restrictions. Ms. Guernsey said that she also liked the idea of limiting the size.

Ms. Kester asked Mr. Pasin about his vision of the PCD-BP zone; he said multiple story office buildings housing larger sized tenants, corporate headquarters or large law firms. Mr. Atkins agreed except he didn't see a restaurant in that building as a destination but rather for the use of the people in those buildings. Mr. Pasin used the office building on Kimball with Harbor Rock Café on the lower floor as an example and he felt that the Gig Harbor North environment would support it. Ms. Derebey said why not have a destination restaurant in the bottom floor of a business park building. Ms. Kester noted that it could be limited. Discussion followed on the need for several uses within the business park.

Mr. Pasin suggested that there could be a minimum square footage for the building in a business park. Mr. Gagliano suggested a floor area ratio.

Ms. Kester asked if the intent statement reflected these issues. She read the PCD-BP zone intent statement. She asked that they look at Poulsbo's business park zone. She read the intent statement from Poulsbo. She noted that it also said what it is not intended to do. Mr. Pasin said that he did not support not allowing general retail to support the general commercial needs since it is located in an area surrounded by residential and retail. Ms. Kester said that maybe then this is not the right zone for this area, rather than turning the BP into another commercial zone. Mr. Pasin said he was not in support of changing the designation of this area. He noted that if you build it appropriately people could live close to where they work. Mr. Atkins stated that they can't let the definition of the zone be driven by a specific piece of property. Ms. Kester noted that this was really the only piece of PCD-BP left. Mr. Atkins pointed out that our urban boundaries could change. Ms. Kester agreed that the zone needed to stand on its own. Ms. Ninen said that Poulsbo allowed restaurant uses in their Business Park zone. Mr. Gagliano pointed out Mill Creek's intent and that it seemed close to what they had been talking about. Ms. Derebey noted where it said that it was limited. Discussion followed on the several different versions. Ms. Derebey pointed out Lacey's as being close to what they needed and Ms. Kester said that yes, there were several performance standards that could be put in place. Mr. Gagliano directed everyone toward the Bainbridge Island intent statement and how different it was. Ms. Kester said it was much broader and Mr. Gagliano said it would be tough to legislate. Ms. Derebey said that she was surprised to see industrial uses in a business park; they belong in an industrial park. Mr. Pasin agreed that the more industrial uses belong in the ED. Discussion followed on the economic development of the city.

Ms. Kester summarized their comments. Mr. Atkins stated that he felt that there was a more basic question in that we have some specific areas and do we want to base our intent on what should happen here and here alone, ignoring the larger picture. Ms. Ninen asked if the property owners had an opinion. Eric from Olympic Property Group said that the more flexible the uses the more chances for economic development. Mr. Dolan said that one of the parcels has been sold to a church/performing arts center/community center along with a couple of small office buildings. He continued by saying that they have been advised that neither a church nor a performing arts center is an allowed use in the zone. Mr. Dolan asked if they wanted to open up the uses in the BP, leave it as a more standard BP zone or make it another zone. Ms. Derebey said that she felt that we needed to keep the BP zone. Ms. Kester said that she felt that she had some good input to start drafting some intent language. Ms. Guernsey said that her feeling was that while she didn't think only restaurant level one should be allowed it should be broader along with a floor area ratio or something and in terms of intent she said she like the statement in Poulsbo's intent. Mr. Gagliano asked should they require the restaurant to be part of a larger building. Ms. Kester said that there could be a footnote in a zone or a performance standard.

Ms. Ninen noted that she thought there should be some type of lodging in the area. Ms. Guernsey agreed but not necessarily in the BP. Discussion followed on the neighborhood center in Gig Harbor North.

Ms. Ninen brought up the idea of having a booth at the grand opening of Uptown to gather thoughts and ideas on the planning of the city.

Ms. Derebey said she would like to read all the different cities codes and look at some of their performance standards. Mr. Dolan said after everyone had had a chance to read it all to please e-mail Ms. Kester with parts that they really liked.

Ms. Kester said she would like to also look at the ED intent statement. She pointed out that the ED has the exact same intent statement as the BP. She also said that perhaps it's not devoid of nuisance factors. She asked if they wanted to allow some of the retail/restaurant uses in the ED. There was some agreement that restaurants be allowed.

Mr. Gagliano pointed out that they may want to remove light industrial and warehouse. Ms. Guernsey pointed out a sentence in the Dupont code and Ms. Kester read it aloud. Everyone liked it with some minor changes. Ms. Kester pointed out that Dupont had some different zones other than their industrial district. Mr. Pasin thought it worked. Ms. Derebey pointed out the list of nuisance factors they had listed and stated that she liked that description. Mr. Gagliano said that he felt that moderate nuisance factors were okay in this area, but wondered if restaurants were okay. Mr. Pasin said that this area is more blue collar and perhaps more likely to bring their lunch or utilize a deli.

Ms. Kester asked if industrial uses should be prohibited in the BP and everyone agreed. Eric from Olympic Property Group said that economics would not allow industrial uses to go in the BP. Discussion continued on the different uses and definitions. Ms. Kester suggested that perhaps the definition could be changed, or add a new definition of business services and everyone agreed. Everyone agreed to take Industrial Level One uses out of the BP zone.

2. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – ZONE 08-0008 – Design Manual standards for Bujacich Road/NW Industrial neighborhood design area

Ms. Kester noted that they had seen a slide show of some industrial buildings and that they had used landscaping and architectural embellishments to improve the look of the buildings. She noted that she had pulled Sumner and Bainbridge Island as an example. Mr. Gagliano said that last time they went over the list of industrial building exemptions it did seem that this area did lend itself to its own specific set of guidelines. He went on to say that although they may not want to write a specific set of guidelines for each neighborhood, this one might need it. Ms. Kester read the section out of the comprehensive plan on the neighborhood design area and the common set of features. Mr. Atkins noted that we don't need to reinvent the wheel; we could put together something as a starting point. Ms. Kester said that she did not really see a manual that she liked. Ms. Gagliano said that given that, maybe our own code was the best example. It was suggested that the members go through the design manual and mark the requirements to either eliminate, edit or modify certain code requirements for the

industrial neighborhood. Ms. Kester said that she could set that up and use the design manual checklist. Mr. Gagliano said that this would be very good practice for the other neighborhoods. He reminded the commission that the original goal was to cut back on the standards. Jeane also suggested taking that checklist and seeing if they could build a building that they liked. Mr. Atkins suggested that everyone do it individually and then go over it with the group at the next meeting. Ms. Kester pulled up a page from the design manual to demonstrate how they could mark it up for edit, delete, or keep.

Ms. Kester then went over the review process and Mr. Atkins suggested that if they decided to edit things then have a suggestion for what the edit should be.

UPCOMING MEETINGS

Ms. Kester went over the schedule for the rest of the second quarter. She reminded everyone that the meetings on June 18th and 30th are at 5:30. She noted that the 17th of July will be the beginning of comprehensive plan amendments. She noted that they could hold a public hearing on the 30th of June in order to forward some of this to council. She noted that probably the design piece was more likely to be after the comp plan amendments.

OTHER BUSINESS

Ms. Derebey distributed a table of everyone's comments on the RB-1 amendment. Mr. Atkins said he would like to finish RB-1 at the next meeting and then the ED/BP intent. Ms. Kester asked if they liked the idea of having a hearing on the 30th and everyone agreed.

Design Review Board member Rick Gagliano left at 8:20.

Ms. Ninen asked about having an information booth at Costco to get public input on what people would like to see in that area. Eric from Olympic Property Group offered that they had a lot of that information from their open house.

ADJOURNMENT

MOTION: Move to adjourn at 8:30 p.m. Derebey/Ninen – Motion carried

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
June 18, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners Theresa Malich, Dick Allen, Jill Guernsey, Jim Pasin, Harris Atkins, Jeane Derebey and Joyce Ninen. Design Review Board member Rick Gagliano. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES

Discussion began on the minutes from June 5th, 2008. Several grammatical errors were noted and corrected.

MOTION: Move to adopt the minutes of June 5th, 2008 as amended.
Atkins/Malich – Motion carried.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0003** – Appropriateness of RB-1 zoning district locations and allowed uses in the RB-1 zone. Senior Planner Jennifer Kester noted that per the matrix that Commissioner Jeane Derebey had provided the majority of the Planning Commission felt that a rezone may be appropriate for the following locations:

Purdy Dr and 144th
Sehmel Dr
Peacock Hill Ave and Ringold Ave
Stinson Ave
Grandview and Stinson, except for that area along Grandview
56th St and 38th Ave

Ms. Kester recommended that the next time this item is discussed she bring a map and they can have some more detailed discussion of how these areas should be rezoned. Additionally she suggested that they look at the uses in the RB1 zone for those areas that they decide to keep RB1. The next time we look at this will be after comprehensive plan updates at the end of 2008. She noted that at the joint Design Review Board/Council Meeting there was discussion that the Planning and Building Committee look at the work program again for some prioritization, so at the July 7th meeting they will look at the work program again. Commissioner Jim Pasin said he was disappointed at not being able to bring this to conclusion. Ms. Kester also noted that some of the rezones might require a Comprehensive Plan amendment which will take even longer. Commissioner Harris Atkins noted that they had discussed this at some length and asked if there were any areas that could be completed now. Mr. Pasin said that on the Stinson (old Spadoni) site there have been issues with its current zoning and projects wanting to go in. Ms. Ninen noted that this site really seems to be located in the wrong

place. Mr. Pasin said that he felt that the property owner wanted to do something more so if there were a rezone the site might be redeveloped. Ms. Kester suggested that perhaps they look at the uses and the Stinson site first. Mr. Pasin said that he would rather look at the zoning rather than the uses. Ms. Ninen asked if the comprehensive plan designation was Residential Medium and Ms. Kester said yes so it could be zoned R-3. It was decided to address Stinson first when the item is discussed at the next meeting.

2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0007 – ED and PCD-BP Intent and Allowed Uses.

Ms. Kester noted that at the last meeting there had been discussion of what should be the intent of these two zones and how do we differentiate between the two. She pointed out that she had worked on an intent statement and Ms. Ninen had worked on the language as well. Ms. Kester went over her proposed intent statement for the ED. She stated that she wanted to know if they wanted some kind of a design statement to be in the intent statement. Mr. Gagliano suggested that it say it is intended to have limited nuisance factors and hazards and then in the PCD-BP the intent statement would say devoid of nuisance factors and hazards. Mr. Pasin said he had a problem with the statement about high public facility demands and reduce the demand for vehicular access. Ms. Kester said that her intent was to avoid something that would take a large amount of infrastructure, lots of traffic, water, etc. Mr. Pasin asked what if someone has 1000 employees, which may also have impact on the infrastructure. Mr. Atkins asked why have statements about what we don't want, and suggested they put a period after hazards since the uses will be controlled through the matrix. Ms. Kester asked how they would look at a zoning code text amendment for something not allowed when there is not a statement about what is discouraged. Mr. Gagliano suggested they remove the phrase "and to reduce the demand for vehicular access". Mr. Atkins said that lots of intent statements stated that the secondary uses are only there to support the primary use so perhaps they should strengthen the statement about that. Mr. Pasin suggested that it say, "limited business and support services are allowed that serve the needs of the employment district tenants and patrons". It was decided to end the sentence after the word "opportunities" and remove "and to reduce the demand for vehicular access". Discussion followed on the purpose of allowing contractor yards and Ms. Kester said that they are classified as an Industrial Level Two use and this is the only zone that allows them. Mr. Pasin suggested that the opening sentence should say the district is intended to contribute to the employment needs of the community and remove the phrase "long term". Mr. Gagliano said that he felt that long term indicated that this zone is intended to evolve over time. Everyone decided to remove the words "contribute" and "long term" so the sentence read "the district is intended to meet the employment needs of the community". Mr. Atkins suggested "The Employment District is intended to provide suitable areas to support the employment needs of the community". Mr. Gagliano asked about adding a statement regarding design and landscaping and asked if this intent statement would be used to write the mini design manual for this area. Ms. Kester said that the design manual will be neighborhood specific not zone specific and they had written statements for each of those neighborhoods. Mr. Atkins said that it

seems like whatever is needed to define our vision needs to be in this paragraph. Mr. Pasin pointed that within the community as a whole these things are promoted so why make the statement only in the ED zone. Mr. Gagliano agreed that this zone should not have any higher standards than any other area in the city. He suggested that there be space left to write something in this intent statement if they get through the design manual and find that they need more direction. Ms. Kester agreed that they could leave the sentence out then add something later if necessary. Ms. Derebey and Ms. Guernsey agreed that the sentence didn't belong.

They next discussed the intent statement for the PCD-BP. Ms. Kester went over her proposed intent statement. She noted that technology research and development facilities as stated in the intent statement may not be an allowed use any longer since they had removed Industrial Level One from the allowed uses in this zone. Ms. Guernsey said that it seemed that there needed to be more of a general intent sentence in the beginning. Ms. Kester read the Planned Community Development intent statement from the comprehensive plan. It was decided to just say professional offices and delete "services". Mr. Pasin asked Ms. Ninen why she had said "integrated grouping of small to medium size businesses". She said that she felt it was very visual and she liked business parks developed in that manner. Ms. Kester suggested removing small to medium. She said that in the performance standards of the zone there is language that would support that standard.

Ms. Guernsey suggested taking out technology research and development facilities. Ms. Derebey suggested just removing the word "development". Ms. Kester asked about the phrase "providing major employment opportunities in Gig Harbor". Ms. Ninen suggested adding a reference to the Planned Community Development within the statement. Ms. Kester said that originally the whole Planned Community Development area was all one zone and that within the Comprehensive Plan there are percentages of residential, commercial and employment. She suggested a sentence which read "the business park district is intended to provide employment opportunities within the planned community development area". Ms. Ninen suggested that it say "suitable areas" rather than "employment opportunities". Mr. Gagliano agreed that it should say "suitable areas". It was decided to change "to serve" to "that serve" and to move "are allowed" to the end of the sentence. Ms. Kester stated that only when someone needs a conditional use permit would the intent statement be used as guidance. Mr. Pasin said he didn't like the word "compatible". Ms. Guernsey said she didn't like "potentially high public facility demands". Everyone agreed to remove that statement. Ms. Guernsey suggested that it should say "compatible with adjoining residential uses". Ms. Kester displayed the criteria for approval of site plans. Mr. Pasin said that he had a problem with it saying compatible with a residential area and it was suggested that it say compatible with adjacent uses. Ms. Kester brought up the map and pointed out what was surrounding the PCD-BP area. Ms. Derebey asked what was wrong with being compatible with the residential area. Everyone agreed that since there was more than residential surrounding the area to say compatible with adjacent uses. It was decided to keep the phrase "retail uses are not encouraged in order to preserve this district for employment opportunities".

Discussion was held on the definition of personal service and business service. Ms. Kester explained the two definitions she was proposing. Mr. Pasin asked why they would want to exclude a barber from being in a business park. Mr. Gagliano asked if ancillary services would cover it. He noted that Mr. Pasin's statement seemed inconsistent with his earlier comment to want to attract large corporate employers. If the business park is filled with these types of uses then there will be no room for the uses intended. He also pointed out that there are other areas within the PCD that would allow for those types of uses. Ms. Malich suggested adding "such uses include but are not limited to" and everyone agreed that it was implied. Discussion followed on changing cleaning services to janitorial services. Ms. Guernsey asked about financial institutions and Ms. Kester pointed out that financial advisors were listed in professional services. She noted that at this time the PCD-BP does not allow drive throughs. Mr. Atkins suggested that financial institutions could be listed in personal services and business services. Ms. Guernsey said that she didn't feel that these services listed were necessarily only for support of businesses. It was decided to remove the word "support" and "primarily" and to add "individual".

Ancillary services were discussed next. It was decided that the statement about exterior signage shall have its own sentence stating, "ancillary services shall not have exterior signage". It was decided to delete "for the employees of an office building" since it was already stated in the earlier sentence. Ms. Derebey suggested adding the phrase "examples of such uses include" and everyone agreed. It was decided to put "for the benefit of the employees of an office building" back in to clarify. It was decided to add "primarily" and to change "primary" to "principal".

Mr. Gagliano asked if anyone had done their edits for the Design Manual and were they going to get to it tonight. He also asked if it was appropriate for other design review board members to come to the next meeting on the 30th and Ms. Kester cautioned that only one more member could attend in order to not have a quorum.

Rick Gagliano and Tom Dolan left at 8:00 pm.

Use and performance standards were discussed next. Ms. Kester went over the changes to the matrix. Ms. Guernsey suggested adding business services to the PI zone. Ms. Kester read the intent of the zone and then the discussion moved to why not allow the ancillary services. It was decided to not allow business services in the PI. Mr. Pasin asked why they were allowing a commercial child care center to be a conditional use when they had just allowed it as an ancillary use. It was decided to leave that issue for after the public hearing on June 30th in addition to a further discussion of restaurants and the performance standards.

ADJOURNMENT

MOTION: Move to adjourn at 8:25 p.m. Derebey/Atkins – Motion carried

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
June 30th, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Dick Allen, Jim Pasin, Jill Guernsey
Jeanne Derebey arrived at 5:42 pm. Absent: Theresa Malich.
Design Review Board members – Rick Gagliano and John Jernejcic
Staff Present: Jennifer Kester and Cindy Andrews

CALL TO ORDER: 5:36 PM

APPROVAL OF MINUTES:

MOTION: Move to table the minutes of June 18th, 2008, until the meeting of July 17th, 2008 Pasin /Allen. – Motion passed.

WORK- STUDY SESSION

1. Arts Commission Presentation:

Arts Commission member Ron Carson discussed the arts commission survey providing a brief summary. Mr. Pasin discussed his concerns for placing too much art around the city. City Council members assured Mr. Pasin that all contracts would be approved by council members prior to the installation of any artwork.

**2. City of Gig Harbor, 3510 Grandview St, Gig Harbor, WA:
Zone 08-0008 – Design Manual Standards for Bujacich Road / NW Industrial neighborhood design area.**

Senior Planner Jennifer Kester briefly reviewed the requirements currently applied to the nonresidential development in the Bujacich Road/ NW Industrial area. Ms. Kester noted each board member's response to the requirements on a spreadsheet and whether the board member wanted to keep, delete or edit the requirement. Ms. Kester suggested that members should e-mail to her any additional comments. Board members discussed IBE exemption, Enhancement Corridors, Zone Transition Buffering, Zone Transition Development, Alternative Zone Transition, Transit Stops, Natural Site Conditions and Secondary Walkways. Due to time concerns Ms. Kester stopped the discussion at Common Area Standards suggesting the board could resume at a later date.

**3. City of Gig Harbor, 3510 Grandview St, Gig Harbor, WA:
Zone 08-0007 – ED and PCD-BP Intent and Allowed Uses.**

Ms. Kester discussed the proposed changes to the intent statements of the Employment District (ED) and the Planned Community Development-Business Park (PCD-BP) zone also discussing the proposed changes to the allowed uses and definitions and the inclusion of two new use categories, ancillary services and business services. Ms. Kester summarized the intended uses of the ED and the PCD-BP zones.

Board members having no questions Mr. Atkins called to order the public hearing

PUBLIC HEARING:

CALL TO ORDER - 7:02 PM.

1. **City of Gig Harbor, 3510 Grandview St, Gig Harbor, WA**
ZONE 08-0007 – ED and PCD-BP intent and Allowed Uses.

Mr. Wade Perrow, 9119 N. Harborview Dr., Gig Harbor, WA 98335:

Mr. Perrow noted his letter of June 24th, 2008 addressing his concerns with changes to the ED and PCD-BP intent and allowed uses. Mr. Perrow discussed the removal of the language for retail uses and personal services from the ED zone suggesting new language could be added to read, limited **low traffic impact retail and personal services** following contractor's yards notation in 17.45.010 intent section. Mr. Perrow discussed changes to the land-use matrix suggesting Personal Services, Sales level 2 and 3 and Recreational Indoor Commercial should be conditional use and Product Services level 1 should be permitted in the Business Park zone.

Mr. Scott Wagner, 1024 54th St NW, Gig Harbor, WA 98335:

Mr. Wagner discussed his property in the ED zone describing the current uses and explaining his concern that the proposed changes would make the current uses non-conforming and rendering the building non leasable in the future. Ms. Derebey asked if changing the language to low impact development / low traffic would be a better solution. Mr. Wagner agreed; also suggesting low traffic would need to be defined.

Mr. John Lewis, 1944 Pacific Ave Suite 310, Tacoma, WA 98442

Mr. Lewis stated that towing business are not allowed in these zones and perhaps should be. He also asked that the height limit of 35 feet be increased. He is working with a client that would like to build a 65 foot high corporate park in the ED zones.

Ms. Glennis Casey, North Pacific Design,

Ms. Casey discussed ancillary uses stating that she felt that they should no longer be allowable uses. She also expressed her concern that the Planning Commission had failed to consider the Gig Harbor Community Plan developed by Pierce County and urged the board not to approve the changes. Ms. Derebey asked if low traffic would be a solution for her also asking for clarification as to what part of the changes she had concerns with. Ms. Casey responded that she had not been clear as to the distinction of uses allowed in the Business Park and the ED; she was concerned that annexed parcels could be too restricted.

Mr. Atkins – closes the public hearing. At 7:44 pm

Mr. Atkins asked for a list of the concerns that could be reviewed at the next meeting. Ms. Kester reminded Mr. Atkins that the next meeting on this topic could be in October. Mr. Atkins would like to give the concerns more consideration prior to making decisions. Ms. Derebey agreed. Ms. Kester agreed reiterating her concern that she could not be sure when the item would come before the board again.

Ms. Kester discussed the July 17th, work-study session summarizing the six city comprehensive plan amendments and the three private amendments that will be before the board and reviewed the schedule. Mr. Pasin thanked the public for their participation in the public hearing

ADJOURNMENT:

MOTION: Move to adjourn at 7:58 pm Atkins / Derebey – Motion passed.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
October 16, 2008
Gig Harbor Civic Center**

PRESENT: Commission members: Dick Allen- acting Chairman, Jill Guernsey, Jeane Derebey, Joyce Ninen and Jim Pasin. Absent: Commission members Harris Atkins and Theresa Malich

Staff: Tom Dolan

Guest Present: Wade Perrow, David Boe, Glynis Casey, Dale Pinney, John Chadwell, John Hogan and Kristin Udem.

CALL TO ORDER:

APPROVAL OF MINUTES:

Postpone the approval of the minutes from October 2nd as the minutes were not yet ready for review.

**City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 –
ZONE 08-0007 – ED AND PCD-BP Uses and Intent Statements.**

Planning Director Tom Dolan summarized the proposed changes discussed for the ED and PCD-BP zones and introduced property owners of the affected properties. Mr. Dolan asked the commission members how they would like to approach the discussion. Commission members suggested reviewing each topic individually and allowing the property owners the opportunity to be heard. Mr. Dolan agreed.

Mr. Dolan suggested beginning with the ED Zone and introduced Wade Perrow.

Zone 08-0007 ED and PCD-BP Uses and Intent Statements.

Mr. Wade Perrow began by thanking the Planning Commission members and Mr. Dolan for the opportunity to discuss his concerns. Mr. Perrow discussed his concerns for the proposed changes to personal services, product services level one and two, recreational indoor – outdoor, marine sales, marine boat sales – level one and two. He also expressed concern about conditional uses in general.

- **Personal services:** Currently the code allows for personal services and disagrees with the suggested removal.
- **Product Service Level One:** Currently a permitted use; again disagrees with the proposed removal.

- **Product Services Level Two**: Requests that it should be a permitted use; disagrees that it should remain as a conditional use.
- **Recreational- Indoor and Outdoor**: Currently a conditional uses disagreed that it should be removed completely from the zone.
- **Marine Sales, Marine Boat Sales- level 1 and level 2**: Currently not allowed use asking that it be an allowed use.
- **Conditional Use**: Expressed his concern with designating uses as conditional vs permitted and suggested removing the “conditional” category where ever possible and designating uses as “permitted”.

Commission members and Mr. Perrow discussed the proposed changes. Mr. Perrow was also concerned that the proposed changes in cases where previously permitted or conditional “uses” were removed or restricted (i.e. the “red” items and said they represented a “taking of rights”). Ms. Ninen asked for a review of the use and intent statement, revised on June 24th, 2008, noting that in the original intent statement retail uses had not been encouraged. Ms. Ninen pointed out that the Planning Commission had intended the ED zone to be considered a manufacturing, product processing use and would encourage similar uses. Mr. Dolan discussed uses that could be permitted as accessory to the permitted use. Mr. Perrow reiterated his concerns that the proposed changes would not work for his business parks. Mr. David Boe of Boe Architects discussed his concerns with size limitations and design requirements that could potentially limit the areas that would allow large warehouse type buildings to be constructed. Mr. Boe also discussed the need for flexibility of allowed uses pointing out that retail could be an accessory use to a cabinet making business. Ms. Derebey expressed her concerns with mixing uses such as a dance or karate studio operating in an industrial park.

Glynis Casey of Rush Construction discussed concerns of safety and incompatibility, asking if the city’s design manual would not already address these concerns. Ms. Derebey clarified, pointing out that the amendment had been directed towards buildings already constructed and determining the appropriate use for them.

Planning Commission members and property owners continued discussing building size, design, potential uses, marketability, accessory retail and permitted uses. Mr. Pasin discussed economics factors while Mr. Perrow discussed the importance of accessory uses. Planning Commission members and property owners discussed the intent and use within the ED zone, its limitations and proper application. Mr. Perrow discussed potential limitations imposed on business that would be deemed nonconforming due to the proposed changes. Mr. Boe discussed jurisdictions that allowed a wider variety of uses in a business park setting and noted their success. Ms. Guernsey discussed the removal of uses such as dance studios, karate schools and exercise facilities from personal services and placing them into a different category. Ms. Ninen suggested creating different levels of personal services. Mr. Perrow suggested removing the examples of personal services leaving the category up for interpretation. Commission members and property owners further discussed the

interpretation of personal services. Commission members discussed holding additional work study sessions on the amendment.

Commission members and property owners discussed the areas along Purdy Dr., included in the proposed changes to the ED and PCD-BP zone. Commission members and property owners discussed the appropriateness of Assisted Living Facility and Independent Living facility as apposed to commercial warehouse in these locations. Property owners pointed out that the location and the topography would make living facilities better suited for the property rather than the typical commercial warehouse facility. Property owners discussed proper zoning of the property and the close proximity to two schools. Commission members further discussed the concern of proper zoning, also pointing out the homes and business that currently surround the site. Mr. Dolan discussed the uses that should be included in the PCD-BP and introducing property owners Dale Pinney and John Chadwell for their presentation.

Mr. Pinney discussed the original intent of the PCD-BP zone and the proposed uses that he felt should be added to the zone; assisted living facilities, medical offices and hotels with associated restraints. Mr. Pinney continued to discuss the uses noting that the recent construction of the hospital had created a need for the proposed facilities to be in area. Commission members and Mr. Pinney continued to discuss intent of the zone, design of senior facilities and hotels. Mr. Pinney concluded that the addition of the hospital would make the proposed uses a good fit to the area.

Mr. Chadwell discussed the current language within the PCD-BP zone, suggesting that language directed towards allowed uses could be broad while language directed towards specific uses could directly specify the uses that would not be appropriate for the zone. Mr. Chadwell agreed that assisted living facilities, medical offices and hotels with associated restaurants would be good additions adding the he would also be in support of commercial child care. Commission members and property owners also discussed traffic concerns and stand alone restaurants.

Mr. Dolan noted that he would work towards a public meeting possibly for December.

Gateway Capital LLC., 5312 Pacific Hwy E., Fife, WA 98424 –
ZONE 08-0010- Joint Use Parking in Mixed Use Developments

Mr. Dolan summarized the proposed Joint Use Parking Amendment, discussing current requirements and pointing out uses that should be reviewed for changes. Applicant Kristin Udem discussed the intent of the proposed amendment, reviewing current parking requirements at the Uptown shopping center as an example. Commission members and property owners discussed current parking requirements, concerns with multiple ownerships, parking space proximity, employee parking and change of use.

Mr. Dolan asked direction from commission members regarding their next meeting. Ms. Guernsey would like to discuss what should be included in shared parking agreements. Ms. Ninen would like to discuss simplifying the regulations. Ms. Derebey

asked if the Harbor Plaza shopping center currently had a shared plan. Mr. Hogan explained that the plan would have been developed under Pierce County jurisdiction. Commission members and property owners discussed redevelopment of over developed and unused parking lots, buildings that redevelop, expand or change their use.

ADJOURNMENT

MOTION: Move to adjourn Derebey / Guernsey - Motion passed.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
November 6, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Jeane Derebey, and Dick Allen. Commissioners Jill Guernsey, Jim Pasin and Theresa Malich were absent. Staff Present: Tom Dolan and Jennifer Kester. Guests present: Kristin Udem from Gateway Capital, Glynis Casey from North Pacific Design and Steve Lynn from the Gig Harbor Historic Waterfront Association.

CALL TO ORDER: Acting Chair Harris Atkins called the meeting to order at 5:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of October 2, 2008 with corrections. Allen / Derebey – Motion passed.

Commission discussed the change to action-only minutes. The Commission decided the following the items that should be included in action-only minutes:

- All actions taken
- For actions which votes are taken, identify the votes of individuals
- A summary of significant issues discussed and any future actions for the Commission or staff.

Board members agreed that the vice chair would summarize topics discussed.

1. CITY OF GIG HARBOR, 3510 GRANDVIEW STREET, GIG HARBOR WA 98335 – ZONE 08-0007 – ED and PCD-BP Uses and Intent Statements

The Planning Commission decided to further explore two alternative courses of action at upcoming meetings.

- A. Examine the feasibility of revising the existing land use matrix to resolve land owners concerns raised at the October 16, 2008 meeting (as reflected on the draft land use matrix provided by staff) and modifying the existing ED and PCD-BP intent statements accordingly to be compatible. This would include a line by line review of the existing, Commission proposed and landowner proposed uses for the ED and PCD-BP zone uses.
- B. Examine the feasibility of leaving the proposed ED and PCD-PB intent statements as is (or with minor modifications), applying that only to undeveloped areas and rezoning the properties where there are conflicts already on the ground to mixed-use (MUD) or another appropriate existing zone.

Future Actions:

- Staff to contact the principal property owner(s) of the land west of WA-16(that were not involved previously) for an input prior to 11/20 meeting.
- Staff to provide copies of the CD from the 10/16 meeting to PC members for review prior to the 11/20 meeting

2. **GATEWAY CAPITAL LLC, 5312 PACIFIC HWY E., FIFE, WA 98424-2602** – ZONE 08-0010 – Zoning Code Text Amendment to allow joint use parking in mixed use developments.

The Commission reviewed and discussed the material provided by staff outlining various different shared parking models used by 9 different municipalities and a consultant's report on shared parking. The Planning Commission decided to pursue a recommendation to the City Council for the establishment of an ordinance to allow shared parking on a single site based on the Tacoma model (day and night time uses identified and 50% reduction for the lesser use) and in a form similar to the draft proposed by Gateway Capital LLC. The Tacoma model was less aggressive than Bainbridge Island and Bonney Lake where those cities allow a 50% reduction across the board.

The Commission identified the following future actions:

- Staff to develop a proposed text amendment based on the draft reviewed at the meeting.
- Staff to set a Public Hearing, preferably in the month of December

ADJOURNMENT

MOTION: Move to adjourn Ninen / Atkins – Motion carried.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
December 4, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Jeane Derebey, Jill Guernsey and Dick Allen. Commissioner Jim Pasin was absent. Staff Present: Tom Dolan and Jennifer Kester. Guests present: John Chadwell from Harbor Hill, Carl Halsan from Halsan Frey and Sterling Griffin from SEG Entitlements.

CALL TO ORDER: Acting Chair Harris Atkins called the meeting to order at 5:05 p.m.

APPROVAL OF MINUTES:

Postponed approval of minutes for October 16th as the minutes were not yet ready for review.

MOTION: Move to approve the minutes of November 6, 2008 with corrections. Ninen / Allen – Motion passed.

Commission requested that a copy of the audio recording of the meeting be transmitted to them prior to the next regular meeting.

BYLAW REVISIONS

The Planning Commission reviewed the proposed amendments to their bylaws related to the change in meeting times.

Future Actions:

- Members to review amendments and be prepared to propose any other amendments at 12/18/08 meeting.
- Members to adopted revised bylaws at 1/7/09 meeting.

**CITY OF GIG HARBOR, 3510 GRANDVIEW STREET, GIG HARBOR WA 98335 –
ZONE 08-0007 – ED and PCD-BP Uses and Intent Statements**

Ms. Kester and Mr. Dolan summarized the history of the proposed amendment. Mr. Dolan relayed concerns expressed by the Chamber of Commerce regarding the potential increase in commercial uses in the ED and PCD-BP zones and the possible removal of all ED zoning. With the allowance for more commercial uses in industrial zones, the Chamber is concerned that property owners will develop their land with these new uses instead of with industrial uses; therefore, making it difficult for an industrial or research development facility to site on the peninsula. Currently, the City and its UGA contain the only industrially-zoned land on the peninsula.

As a major property owner of ED land on the Westside of the SR16, Sterling Griffin presented his proposal for allowed uses in the ED zone and those were incorporated into the comparison matrix. Mr. Griffin and his agent, Carl Halsan, excused themselves after the presentation.

The Planning Commission acknowledged that some land zoned ED was not appropriately zoned and a rezone to a mixed use district (e.g. MUD or RB-2) would be warranted, such as the ED zoned land near Purdy.

The Planning Commission decided to review the PCD-BP allowed uses first as John Chadwell from Harbor Hill was still present. The Commission conducted a line-by-line review of the uses on the matrix as they related to the PCD-BP district, making further recommendations. Mr. Chadwell participated in the discussion and answered questions from the Commissioners. The Commission decided to postpone its review of the ED allowed uses until the next meeting.

Future Actions:

- Staff to modify the proposed intent statement for the PCD-BP zone to reflect the use changes proposed at the 12/4 meeting.
- Staff to recommend ED properties to be rezoned to mixed use districts. Staff suggests that this action occur after the Commission makes their final recommendation on allowed uses.

UPCOMING MEETINGS

The Commission decided to hold a special meeting at 5pm on January 7, 2009 in lieu of the meeting on January 1, 2009.

ADJOURNMENT

MOTION: Move to adjourn at 7:29pm - Guernsey / Ninen – Motion carried.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
January 7th, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Vice Chair Harris Atkins, Jeane Derebey, Joyce Ninen
Jim Pasin, Jill Guernsey, and Dick Allen
Staff Present: Tom Dolan, Jennifer Kester and Cindy Andrews

CALL TO ORDER: Acting Chair Harris Atkins called the meeting to order at 5:07 p.m.

APPROVAL OF MINUTES:

MOTION: Move to table the minutes of October 16th, 2008 and December 4th, 2008 until the meeting of February 5th, 2009. Ninen/Derebey - Motion passed.

WORK STUDY SESSION:

1. ELECTION OF OFFICERS:

MOTION:

- a) Move to elect Harris Atkins to office of Chair. Guernsey / Ninen Motion passed.
- b) Move to elect Joyce Ninen to office of Vice Chair. Guernsey / Derebey Motion passed.

**2. 2.City of Gig Harbor, 3510 Grandview St., Gig Harbor, WA -
Zone 08-0007 – ED and PCD-BP intent and Allowed Uses**

Chair Harris Atkins reviewed the changes to the intent statement of PCD-BP. Mr. Allen discussed retail, asking if it had been entirely removed from the allowed uses in PCD-BP. Mr. Atkins responded, clarifying that retail would be allowed subject to restrictions. Mr. Pasin discussed ancillary sales. Ms. Kester clarified the intent of ancillary sales. Mr. Allen asked how the board would review real estate sales. Ms. Kester clarified real estate as professional services. Commissioners continued to discuss retail and ancillary sales along with the intent of PCD-BP and new definitions. Ms. Kester added the suggested language to the intent statement of PCD-BP: limited retail, commercial and support services. Mr. Atkins asked for board member comments and commissioners agreed to the changes to PCD-BP intent statement.

Gateway Capital LLC., 5312 Pacific Hwy E., Fife, WA -

Zone 08-0010 – Joint Use Parking in Mixed Use Developments

Ms. Kester summarized the applicant's proposal and the board member's proposed changes. Ms. Kester discussed day and evening uses, mixed use developments, binding site plans and uses that could not be placed into a day or evening category. Ms. Ninen discussed Harbor Hill LLC, John Chadwell's request to include the PCD-BP zone in the Joint Use Parking amendment. Ms. Kester suggested including the BP also, noting that the employment district should be included. Mr. Allen and Mr. Pasin agreed. Mr. Atkins stated that the board would recommend to City Council the inclusion of the PCD-BP and the employment district to the amendment. Commissioners discussed the benefits of shared parking: less asphalt and more open space. Mr. Dolan discussed the current shared parking policy, pointing out that currently the policy lacks the ability to reduce the amount of parking spaces allowed and he also discussed the potential for disputes between property owners if applied to multiple site plans. Ms. Kester agreed discussing the importance of binding site plans and site plans to assist with regulating the amendment. Commissioners further discussed the intent of day and evening use as it related to restaurants and coffee shops, the current regulations for shared parking for churches and the DB and WC zones. Mr. Dolan suggested language changes for day and evening use to night time and weekend uses.

Mr. Dolan called a recess prior to opening of the public hearing.

PUBLIC HEARING:

Gateway Capital LLC., 5312 Pacific Hwy E., Fife, WA 98424 –

Zone 08-0010 – Joint Use Parking in Mixed Use Developments.

Mr. Dolan reminded the commissioners that at the conclusion of the hearing they could postpone their decision until their next meeting or they could make their recommendation this evening to city council.

CALL TO ORDER:

Acting Chairman Harris Atkins opened the public hearing at 6:05 pm

Steve Lynn, representative for the Gig Harbor Historic Waterfront Association spoke in support of the amendment. Mr. Lynn believes the changes would be appropriate in response to changes within the community for more efficient development and positive impacts on the environment.

Kristin Udem, representative for Gateway Capital LLC., summarized the parking amendment, discussing parking and pedestrian efficiency as well as positive environmental impacts. Ms. Udem discussed the parking amendment currently in use by the City of Tacoma's, noting the similarities to the proposed amendment and pointing out its success. Ms. Udem discussed the definition of use as related to am and pm peak hours expressing her concern that restaurant use should remain a pm use; also adding that she felt that the final determination on use should be left up to the Planning Director. Ms. Udem agreed that the PCD-BP and the ED zoning districts should be included.

John Chadwell, Senior Project Manager for Harbor Hill LLC, spoke briefly in support of the proposed amendment; also agreeing that the PCD-BP and the ED zoning districts should be included.

Mr. John Hogan, Hogan Enterprises, spoke in favor of the amendment, discussing what he felt had been the most important piece of the amendment: the steps toward adjacent property owner inclusion into shared agreements. Mr. Hogan discussed the design manual standards and how the amendment would be a complement to the standards.

Mr. Atkins closed the public hearing, thanking Ms. Udem and Mr. Hogan for their research into the amendment. Mr. Pasin also thanked Ms. Udem and Mr. Hogan.

Mr. Atkins asked the commissioners if they would like to vote on the amendment. Ms. Derebey, Ms. Ninen replied yes. Ms. Guernsey spoke in support of parking reductions, shared parking, larger parking stalls but expressed concern regarding classifications of use. Ms. Derebey suggested setting the uses by the hours of operation. Mr. Dolan suggested a footnote that the applicants must demonstrate the use as day, night or neither. Ms. Guernsey, Mr. Allen, Mr. Pasin and Mr. Atkins agreed.

Commissioners discussed night time uses, section A -2 as proposed in 17.72.080 Joint Use of Required Parking Spaces for Mixed Use Developments. Commissioners discussed the uses listed and proposed, pointing out that not all proposed uses should be included. Commissioners specifically discussed commercial uses, suggesting language be included to remove commercial activity from the intent statement. Commissioners discussed section B. of 17.72.080 Change in Use, the language and intent. Ms. Guernsey reviewed the language of section A-1 and A-2 relating to daytime and nighttime use, suggesting new language: "For the purpose of this section the following uses may be included but are not limited to nighttime or daytime use," and ending with the phrase "as determined by the Planning Director." Mr. Dolan suggested adding a statement clarifying primary business hours as hours before 5:00 pm. Ms. Guernsey and Ms. Ninen disagreed. Mr. Atkins agreed with the idea that the applicant must demonstrate day or evening use and leave the final decision up to the Planning Director.

Ms. Evelyn Hogan, Hogan Enterprises, addressed the commissioners assuring them that the intent of the amendment had not been to draw in large chain restaurants but rather to create an environment suited for smaller independent restaurants. Ms. Hogan continued to discuss the intent of day and evening uses and would like to see language added in the intent statement that included the phrase: "But not limited to."

Mr. Dolan reviewed the proposed changes to 17.72.080 A-1, A-2 daytime and nighttime uses, noting that he felt comfortable that they could apply the intent to proposed restaurants. Ms. Guernsey asked to clarify primary or principal operating hours. Mr. Dolan responded principal operating hours. Mr. Lynn asked for clarification of the performance criteria related to principal operating hours. Ms. Ninen offered clarification. Mr. Atkins suggested that staff put together a draft for review at the next meeting.

MOTION:

Move to change page 2 section B, leaving section A-1 and A-2 as is and adding the three districts that were not initially included: PCD-BP, ED and MUD. Derebey/Pasin

Mr. Atkins asked for discussion from commissioners. Ms. Guernsey agreed with the motion with the exception of leaving section A-1 and A-2 as proposed.

MOTION:

Move to amend the motion to include changes to section A-1 and A-2, proposing changes to section A-1: Adding restaurants and allowing the Planning Director to determine the principal daytime operating hours. Proposed changes to Section 2: After restaurants, the Planning Director would determine the principal nighttime operating hours. Guernsey / Derebey – Motion passed.

Mr. Dolan stated that a draft would be available for the next planning commission meeting.

BY-LAWS:

Mr. Atkins suggested continuing with the By-laws and deferring the discussion on the ED intent and allowed uses until the next meeting. Mr. Dolan agreed.

Mr. Atkins reviewed the proposed changes to the By-Laws. Ms. Ninen proposed the following changes sections, page 2 section 3 Record of the Meeting - removing the word "taped" and inserting the language "recording media," on page 3 section 4 Notice of Meetings - in the sentence that reads "notice of all regular meetings" replace the word "postmarked" with the word "sent" and again in the sentence that reads "notice of all special meetings" replacing "postmarked" with "sent;" section 5 Attendance at Meetings - removing the language that states "notifies the chair at least 24 hours" and replacing it with "notifies the chair or planning staff of

the absence as soon as practical or possible.” Commissioners adjusted section 10. Adjournment - to state “adjournment of all meetings shall be 8:00 pm.” Ms. Guernsey recommended changes to page 4 section 1 the first sentence, removing the comma after committees, continuing in the last sentence, removing the phrase without its submission to the body, replacing with, “without approval of the planning commission.” Ms. Derebey disagreed, suggesting adding the language “Plan, Program or issue” to the last sentence.

Mr. Dolan stated that he would bring a draft version to the next meeting.

Mr. Atkins reviewed the items for discussion at the next meeting: Joint Use Parking, By-Laws and the Ed.

Mr. Dolan summarized the joint City Council and Planning / Building Committee meeting member’s discussion on underground structures, the gross floor area ordinance and parking in the WM and C-1 zones. Mr. Dolan also reviewed the Planning Commission work program for quarters 1-3 of 2009.

MOTION:

Move to adjourn at 7:43 pm. Ninen/Derebey – Motion carried

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
January 15, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Jeane Derebey, Jill Guernsey, Jim Pasin and Dick Allen. Staff Present: Jennifer Kester and Peter Katich. Guests present: Kristin Udem, Gateway Capital, LLC

CALL TO ORDER: Chair Harris Atkins called the meeting to order at 5:10 p.m.

APPROVAL OF MINUTES:

Postponed approval of minutes for October 16th and January 7th as the minutes were not yet ready for review.

Commission requested that a copy of the audio recording of the January 7th meeting be transmitted to them prior to the next regular meeting.

BYLAW REVISIONS

MOTION: Move to approve the revisions to the Planning Commission Bylaws with grammatical and formatting corrections. Pasin / Ninen – **Motion passed.**

GATEWAY CAPITAL LLC, 5312 PACIFIC HWY E., FIFE, WA 98424-2602 –
ZONE 08-0010 – Zoning Code Text Amendment to allow joint use parking in mixed use developments.

Planning Commission reviewed the draft Planning Commission Recommendation to Council memo prepared by staff. The draft included Planning Commission's recommendation to the Council to approve the amendment.

MOTION: Move to approve the Planning Commission Recommendation to Council memo with a change in the section number for the proposed joint use provision in Chapter 17.72. Ninen / Derebey – **Motion passed.**

CITY OF GIG HARBOR, 3510 GRANDVIEW STREET, GIG HARBOR WA 98335 –
ZONE 08-0007 – ED and PCD-BP Uses and Intent Statements

The Commission conducted a line-by-line review of the uses on the matrix as they related to the ED district, making further recommendations.

Future Actions:

- Staff to modify the proposed intent statement for the ED zone to reflect the use changes proposed at the 1/15 meeting.

- Staff to prepare a comparison matrix for the public hearing which shows only the existing uses allowed in the ED and PCD-BP and allowed uses proposed by the Planning Commission
- Staff to schedule a public hearing on the proposed amendments at the earliest date available.

DISCUSSION ITEM - Potential Planning Commission-sponsored 2009 Comprehensive Plan amendments

The Commission discussed the need to formulate Commission-sponsored Comprehensive Plan amendments by February 27, 2009. The Commission identified RB-1 zoned properties and ED zoned properties in the Purdy area as areas for which Comprehensive Plan amendments might be appropriate.

Future Actions:

- Staff and commissioners to suggest possible amendments to the Comprehensive Plan Land Use map for further discussion at the February 5, 2009 meeting.

UPCOMING MEETINGS

The Commission will finalize their recommendation on ED and PCD-BP uses and intent and Commission-sponsored Comp Plan amendments in the month of February 2009. The Commission will review marina parking provisions and MUD Overlay/MX Zone implementation in the month of March 2009.

ADJOURNMENT

MOTION: Move to adjourn at 7:05pm - Pasin / Ninen – **Motion passed.**

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
Public Hearing
February 19th, 2009
Gig Harbor Civic Center**

PRESENT: Commission members: Chair Harris Atkins, Joyce Ninen, Jill Guernsey, Dick Allen and Jim Pasin. Absent: Jeane Derebey and Michael Fisher

STAFF PRESENT: Tom Dolan, Jennifer Kester and Cindy Andrews

CALL TO ORDER: at 5:00 pm

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of October 16th, 2008 as corrected.
Pasin / Ninen – Motion passed unanimously.

MOTION: Move to approve the minutes of February 5th, 2009.
Ninen / Pasin – Motion passed unanimously.

Potential Planning Commission sponsored 2009 Comprehensive Plan Amendments.

Ms. Kester updated Commission members on the expected 2009 Comprehensive Plan amendments and the Commission-sponsored RB-1 amendment stating that she felt there should be time to work on the RB-1 amendment as planned. Ms. Guernsey asked for an update on the Shoreline Master Program. Ms. Kester provided an update. Mr. Atkins discussed the Planning Commission's role for the proposed RB-1 amendment, suggesting that Commission members recommend City Council initiate the amendment and allow Council members to make the final decision on initiation. Mr. Pasin agreed. Mr. Atkins asked for an update on the Joint Use Parking Amendment (PL-ZONE-08-0010) that had recently been before the City Council. Ms. Kester provided an update on the amendment.

Mr. Atkins discussed the addition of Michael Fisher to the Planning Commission and the updated By-Laws. Ms. Kester responded, stating that the By-Laws could be forwarded to Commission members.

WORK STUDY SESSION.

1. **CITY OF GIG HARBOR, 3510 Grandview St., Gig Harbor, WA 98335**
ED and PCD-BP intent and allowed uses.

**Employment District (ED)
17.45.010 intent**

Ms. Kester provided a summary of revisions to the ED intent statement proposed by staff as noted in the January 26th, 2009 memo. Ms. Kester pointed out the addition of medical facilities, complimentary educational and recreational uses which are not detrimental, the exclusion of entertainment and the addition of limited retail. Ms. Kester also discussed the requested changes within the performance standards for ED relating to sales level 1 and 2 and marine boat sales stating; sales were allowed as an ancillary use provided they occupied no more than 25 percent of the building. Mr. Atkins discussed the statement "complimentary education and recreational uses which are not detrimental to the employment district". Mr. Atkins asked for a clarification of the word detrimental as it related to the statement. Ms. Kester explained the criteria used to determine detrimental, safety hazards or uses that would somehow limit or cause problems for the industrial areas. Ms. Guernsey suggested the following clarifying language: "which are not detrimental to the uses allowed in the employment district". Mr. Atkins suggested language changes could be made to the statement to make it clearer. Ms. Guernsey agreed with the original language. Ms. Ninen suggested other factors could be considered for evaluating detriment, such as design and aesthetic quality rather than a use itself or specifying uses that should not be allowed.

**Performance Standards. (ED)
17.45.040**

Ms. Kester discussed the language that had been added to the performance standards for ED related to principal use. Ms. Kester read the revised language: "uses are limited to ancillary uses of principal uses and no more than 25 percent of the gross floor area of the principal tenant use." Ms. Kester discussed the definition of principal uses. Ms. Ninen asked if there could be an ancillary use to a secondary use. Ms. Kester replied no. Mr. Pasin discussed retail sales. Mr. Atkins reminded the Commission members that originally the ED zone prohibited all retail sales and discussed the intent of the performance standard. Mr. Pasin expressed concern with limiting what a business could do. Ms. Kester explained that the attempt had been to prevent that zone from becoming a retail area. Mr. Pasin disagreed. Commission members continued to discuss the performance standards and principal use.

**Planned Community Development Business Park District (PCD-BP)
17.54.010 Intent**

Ms. Kester noted that no changes had been made to the PCD-BP intent statement since the January 19th meeting, category of uses had been updated and the performance standards would remain the same as those in the ED-Sales. Mr. Atkins asked Commission members for comments. Mr. Pasin discussed the definition of ancillary services concerned with the last sentence of the definition stating no exterior signage. Ms. Kester discussed ancillary services and signage, pointing out that the intent had been to provide a place for employees use and not for public use. She added that signage would create a destination for the public. Mr. Pasin disagreed, stating that removing signage from small businesses could be detrimental to them. Ms. Ninen felt that these types of business should be an extension of the primary business and not open to the general public. Mr. Atkins also felt that these services should be an extension of the primary business. Mr. Pasin pointed out that without signage it would be difficult for other business in the complex to know what services would be available within the complex. Ms. Kester discussed the 4700 Pt. Fosdick building as an example of a successful building with ancillary sales that have no exterior signage. Commission members continued to discuss exterior signage and its appropriateness in the definition. Ms. Kester agreed that typically signage would not be described in the definitions; however, it was appropriate for ancillary

services as was integral to the intent of the use. She suggested that such provision could be added to the sign code as well for clarity. Mr. Dolan noted that Commission members had made a valid point and if they believed that signs should be permitted for ancillary uses the Commission could discuss removing those provisions from the definitions. Mr. Atkins agreed, stating that Commission members would address the concern at a later time. Mr. Atkins discussed the use of the term "ancillary:" "ancillary use" in the performance standards and "ancillary sales" and "ancillary services" in the definitions. Mr. Atkins was concerned the multiple use of the word ancillary could be confusing. Ms. Kester suggested using the term subordinate in place of ancillary in the performance standards. Mr. Atkins asked Commission members and staff for any further discussion items. Mr. Dolan discussed the tentatively scheduled March 16th, 2009 joint City Council / Planning Commission meeting, asking Commission members to let him know if they have any items that they would like added to the agenda. Mr. Atkins asked that the discussion be put on the agenda for the first meeting in March.

PUBLIC HEARING

1. **CITY OF GIG HARBOR, 3510 Grandview St., Gig Harbor, WA 98335**
ED and PCD-BP intent and allowed uses.

CALL TO ORDER

Mr. Atkins opened the public hearing at 6:05 pm.

Ms. Kester presented her staff report summarizing the proposed changes to the intent statements and allowed uses.

Dale Pinney, First Western Development Services: Mr. Pinney agreed with most of the proposed changes for the BP zone. Mr. Pinney restated his belief that assisted living / nursing home facilities should be allowed as a conditional uses in the ED and PCD-BP zones

John Chadwell, Olympic Property Group: Mr. Chadwell thanked the Commission members for their work. Mr. Chadwell also agreed with the proposed changes, adding that he was happy churches were added as conditional uses, he supports the intent statement and the list of uses noted on the staff report.

Geno Grunberg: Mr. Grunberg discussed churches and performing arts centers stating that he also would like to see them included in the PCD-BP zones.

Mike Averill, Owner Lighthouse Marine: Mr. Averill discussed the potential relocation of Lighthouse Marine to a parcel located off of Sehmel Dr. that is currently in the process of annexation. Mr. Averill discussed his concerns with the current zoning and land use designation of the parcel. Mr. Dolan discussed the possibility of rezoning the property after annexation.

Wade Perrow, 9119 Harborview Dr Gig Harbor: Mr. Perrow thanked the Commission members and staff for including the property owners in the process, also commending them on their hard work. Mr. Perrow supports the proposed changes; however, he discussed his concern regarding the potential relocation of a "postal annex" or "carrier annex" to the ED zone. He asked if they would be an allowed use in the ED zone.

Jessica Williams, Boe Architects, 705 Pacific Ave: Ms. Williams discussed the potential development of a Performing Arts Center located in the PCD-BP off of Harbor Hill Dr. Ms. Williams thanked the Commission members for adding the use as conditional in the PCD-BP.

Mr. Atkins closed the public hearing at 6:22 pm.

Commissioners discussed the public comments for the proposed ED chapter changes. Commission members discussed the Performing Arts Center / Church as a conditional use in the BP with the church as the primary use and noted both would be allowed as a conditional use in the proposed amendment. Regarding Lighthouse Marine's potential relocation to the Sehmel property, Ms. Kester agreed the current comprehensive plan would support a rezone of the property to ED. Mr. Atkins would like to postpone discussion of Mr. Pinney's concern for the location of Assisted Living / Nursing Home facilities to a later date. Regarding postal annexes, Ms. Kester explained that they would be classified as a government agency or distribution center and that both of those uses would be allowed in the ED zone. Mr. Pasin asked about skilled care. Ms. Ninen pointed out that in an earlier discussion Commission members had agreed not to include skilled care in the BP zone as currently it would be available in the ED zone and other PCD zones. Ms. Guernsey agreed. Mr. Atkins asked if Commission members had been satisfied with the employment district intent statements. Commission members agreed.

Commission members discussed the performance standards for ED. Ms. Guernsey discussed the ED intent statement suggesting changes to the language regarding complimentary education to read, "Uses allowed in the employment district". Ms. Ninen preferred the current language, noting that as it currently reads it would not be tied to the use. Mr. Allen and Mr. Pasin also preferred the language as it is currently stated. Mr. Atkins discussed the language for ancillary. Ms. Kester suggested rephrasing the statement to read: "Sales level 1 and 2 and Marine Boat Sales, level 2 are allowed if subordinate to the principal use and occupy no more than 25 percent of the gross floor area of the principal tenant use." Ms. Ninen agreed. In regards to ancillary use, Mr. Pasin asked if could you have the manufacturing portion in one building and the secondary use in an adjoining building. Ms. Kester responded yes, as long as the use is operating as one tenant. Mr. Atkins discussed co-location of uses. Ms. Kester agreed co-location would be possible. Mr. Atkins asked Commission members for any further discussion. Commission members agreed to the proposed changes.

Commission members had no comments or changes to PCD-BP intent statements or Category of Uses. Ms. Kester reviewed the new language for the performance standards for the PCD-BP Sales Level One: "Sales level one uses are allowed if subordinate to the principal use and no more than 25 percent of the gross floor area of the principal tenant use."

MOTION: For recommendation of approval by the City Council of the changes that have been proposed for the ED and PCD-BP Uses and Intent Statements. Guernsey / Ninen – Motion passed unanimously.

OTHER BUSINESS:

Ms. Kester received Chairman Atkins signature on the Notice of Recommendation for the Marina Parking regulations.

Mr. Pasin commented on the good working relationship that members and staff enjoyed and thanked everyone for their hard work. Ms. Kester also thanked everyone for their hard work and updated Commission members on March meetings. Mr. Atkins asked for a follow up on Cottage Housing. Mr. Dolan responded that an adhoc committee had been formed and the Commission members should expect a draft ordinance and field trip later this year.

MOTION: Move to adjourn at 6:55 pm. Pasin / Ninen – Motion passed unanimously.



Subject: Second Reading of Ordinance –
Sewer Exception Code Revision

Proposed Council Action:

Review two ordinance options for revising Section 13.28.100 Public Sanitary Sewer Hook-Up Requirements and adopt one version of the ordinance.

Dept. Origin: Public Works/Engineering

Prepared by: Steve Misiurak *SM*
City Engineer

For Agenda of: May 26, 2009

Exhibits: Proposed Ordinances
(Options A and B)

	Initial & Date
Concurred by Mayor:	<u>CLH May 20 09</u>
Approved by City Administrator:	<u>PSK</u>
Approved as to form by City Atty:	<u>APP'D BY EMAIL</u>
Approved by Finance Director:	<u>DF 5/19/09</u>
Approved by Department Head:	<u>DF 5/19/09</u>

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

On May 11, 2002, the City Council passed Ordinance 911, which established a procedure for the City Engineer to approve an exception to the sewer hook-up requirements in Section 13.28.100 GHMC. The exception procedure in Ordinance 911 included, as one of the prerequisite conditions, that "the subject lot is not located in an area planned to be served by sanitary sewer, as shown in the most current version of the City's six year capital improvement plan and sewer comprehensive plan," (Section 2, p. 4 of Ordinance 911).

On March 27, 2006 the City Council passed Ordinance 1037, which again amended the requirements for sewer hook-ups in Section 13.28.100 GHMC. However, Ordinance 1037 deleted the prerequisite condition described above from the sewer hook-up exception process. After review of the documentation surrounding the adoption of Ordinance 1037 City Staff believe this deletion was inadvertent. City Staff recommends this condition be re-inserted to Section 13.28.100 GHMC as described on the attached ordinance.

Two versions of this ordinance are provided for review. The primary difference between the two versions of this ordinance is the proposed distance in Section 13.28.100(E)(1)(a) whereby a lot would be required to connect to city sewer. The two variations are as follows:

Option A: The subject lot is not abutting an existing public sanitary sewer.

Option B: The subject lot is not within 200 linear feet as measured from the nearest property line along the path of sewer main construction to an existing public sanitary sewer.

At the first reading on May 11, 2009, Council requested both versions be brought back for a second reading.

FISCAL CONSIDERATION

None with this action.

BOARD OR COMMITTEE RECOMMENDATION

The draft ordinance was presented to the Operations and Public Project Committee at their October 2008 and March 19 meetings. Committee Members requested two versions of the ordinance and language revisions that have been incorporated into the two attached versions of the ordinance.

RECOMMENDATION / MOTION

Move to: Adopt one version of the ordinance.

SEWER EXCEPTION (OPTION A)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DISPOSAL OF SANITARY WASTE AND THE PROCEDURE TO OBTAIN AN EXCEPTION FROM THE REQUIREMENT TO HOOK-UP TO SEWER FOR NEW CONSTRUCTION; RE-INSERTING LANGUAGE THAT WAS INADVERTENTLY OMITTED IN THE ORDINANCE AMENDMENT PROCESS; REQUIRING THE PUBLIC WORKS DIRECTOR TO DETERMINE IF FOUR CIRCUMSTANCES EXIST BEFORE GRANTING AN EXCEPTION TO THE SEWER HOOK-UP REQUIREMENT, INCLUDING A DETERMINATION THAT THE LOT IS NOT IN AN AREA PLANNED TO BE SERVED BY CITY SEWER, AS SHOWN IN THE MOST RECENT COMPREHENSIVE SEWER PLAN, AMENDING SECTION 13.28.100 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, RCW 35.67.190 requires that property owners within the area served by the City's sewer system "shall be compelled to connect their private drains and sewers" to the City's system; and

WHEREAS, The City currently requires owners of new construction to obtain waste water and sanitary sewer hook-ups as set forth in GHMC Section 13.28.100; and

WHEREAS, on May 11, 2002, the City Council passed Ordinance 911, which established a procedure for the City Engineer to approve an exception to the sewer hook-up requirements in GHMC Section 13.28.100; and

WHEREAS, the exception procedure in Ordinance 911 included, as one of the prerequisite conditions, that "the subject lot is not located in an area planned to be served by sanitary sewer, as shown in the most current version of the City's six year capital improvement plan and sewer comprehensive plan," (Section 2, p. 4 of Ordinance

911); and

WHEREAS, on March 27, 2006 the City Council passed Ordinance 1037, which again amended the requirements for sewer hook-ups in GHMC Section 13.28.100, which deleted a prerequisite condition described above from the sewer hook-up exception process; and

WHEREAS, City Engineering staff recommends that this condition be inserted into GHMC 13.28.100; and

WHEREAS, after a review of the documentation surrounding the adoption of Ordinance 1037, the City believes this omission was inadvertent; and

WHEREAS, the City Council would like to re-insert the inadvertently omitted condition to GHMC Section 13.28.100; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800;

Now, Therefore,

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

Section 1. Section 13.28.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.100 Public sanitary sewer Hook-Up Requirements and Exceptions.

A. Definitions. For the purpose of this section, the words listed below shall have the following meanings:

1. *Human Occupancy* shall mean that the normally accepted use of the particular type of structure, building or home is living

quarters, a place of work, office, store, or any other place where people will spend time, including, but not limited to, restaurants, churches, schools, theaters, and parks.

2. *Building* shall mean any structure built for the support or enclosure of persons, animals, chattels, or property of any kind.
3. *Structure* shall mean a combination of materials that is constructed or erected, either on or under the ground, or that is attached to something having a permanent location on the ground, excluding residential fences, retaining walls, rockeries and similar improvements of a minor character the construction of which is not regulated by the building code of the city.

B. Requirements for New Construction. The owners of all new houses, buildings, structures, or other uses of property used for human occupancy shall be required to connect the improvements on their properties to a public sanitary sewer, except as provided in subsection E of this section.

C. Requirements for Existing Houses, Buildings, Structures or Uses. The owners of all existing houses, buildings, structures, or other uses of property used for human occupancy situated in the City and abutting on any street, alley, or easement, which are not currently connected to the City's public sanitary sewer system shall not be required to connect, unless (a) a Local Improvement District (LID) is formed for the purpose of providing sewer to the property, or (b) there is a health or safety hazard associated with the private sewer or on-site septic system. If either of these two situations exist, the property owner ~~will~~ shall be required to connect the property to the City's sewer system, and the City ~~shall~~ will provide the property owner written notice of the requirement to connect.

D. Requirements for Houses, Buildings, Structures, or Uses Newly Annexed to the City. Owners of houses, buildings, structures, or uses of property used for human occupancy that are newly annexed to the City shall be required to connect to the City's sewer system as provided in Subsection C of this section.

E. Exceptions.

1. The ~~City Engineer~~ Public Works Director may approve an exception to the requirements of this section to address the on-site sewer needs of new buildings and structures to be constructed on individual lots created prior to the Washington State Legislature's adoption of the Growth Management Act (chapter 36.70A RCW) on July 1, 1990, if all of the following limited circumstances exist:

a.. The subject lot is not abutting an existing public sanitary sewer.

~~a.~~ b. The subject lot in its current configuration was created prior to July 1, 1990, and

~~b.~~ c. The septic system to be constructed will serve no more than one single-family dwelling unit or no more than one building or no more than one structure on the lot meeting the criteria of this subsection; and,

d. The property owner shall record a notice against the lot, in a form approved by the City Attorney, providing notice to all subsequent purchasers that the city's approval of a septic system under these procedures will not affect the city's ability to enforce any of the requirements of this section or this chapter (including the requirement to connect to a public sanitary sewer in the future) against the lot at any time in the future, as long as the conditions described in that subsection exist.

2. Expiration of Exception, Appeals.

a. ~~The City Engineer~~ Public Works Director's denial of an exception shall not be a final, appealable decision if the request for the exception is made prior to submission of a project permit application for construction of the building or structure on the lot. If a request is denied, a property owner may make a subsequent request for an exception at the time of submission of a project permit application for construction of a structure or building on the property, or at the time any circumstances pertinent to the criteria in this subsection substantially change.

b. If the request for the exception is made in conjunction with the submission of a project permit application for construction of the building or structure on the lot, the ~~City Engineer's~~ Public Works Director's decision may only be appealed together with (and/or following the procedures associated with) an appeal of the underlying project permit application.

c. ~~The City Engineer's~~ The Public Works Director's granting of an exception that is not associated with a project permit application shall expire within one year if a project permit application is not submitted to the city. ~~The City Engineer's~~ The Public Works Director's granting of an exception associated with a project permit application shall expire concurrent with the underlying permit.

3. This procedure is exempt from the procedures in GHMC Title 19, pursuant to RCW 36.70B.140.

F. Penalties for Noncompliance. The City may implement the procedures set forth in GHMC Section 13.28.130 for a property owner's failure to comply with the requirements of this section. In the alternative or in addition to GHMC Section 13.28.130, the City may impose penalties on the property owner in an amount equal to the charge that would be made for sewer service if the property was connected to the sewer system, on the date required by this section. Pursuant to RCW 35.67.194, all penalties shall be considered revenues of the system.

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

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this XX day of April 2009

CITY OF GIG HARBOR

CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
Angela S. Belbeck, CITY ATTORNEY

FILED WITH THE CITY CLERK: x/x/09
PASSED BY THE CITY COUNCIL: x/x/09
PUBLISHED: x/x/09
EFFECTIVE DATE: x/x/09
ORDINANCE NO: 11xx

SEWER EXCEPTION (OPTION B)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DISPOSAL OF SANITARY WASTE AND THE PROCEDURE TO OBTAIN AN EXCEPTION FROM THE REQUIREMENT TO HOOK-UP TO SEWER FOR NEW CONSTRUCTION; RE-INSERTING LANGUAGE THAT WAS INADVERTENTLY OMITTED IN THE ORDINANCE AMENDMENT PROCESS; REQUIRING THE PUBLIC WORKS DIRECTOR TO DETERMINE IF FOUR CIRCUMSTANCES EXIST BEFORE GRANTING AN EXCEPTION TO THE SEWER HOOK-UP REQUIREMENT, INCLUDING A DETERMINATION THAT THE LOT IS NOT IN AN AREA PLANNED TO BE SERVED BY CITY SEWER, AS SHOWN IN THE MOST RECENT COMPREHENSIVE SEWER PLAN, AMENDING SECTION 13.28.100 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, RCW 35.67.190 requires that property owners within the area served by the City's sewer system "shall be compelled to connect their private drains and sewers" to the City's system; and

WHEREAS, The City currently requires owners of new construction to obtain waste water and sanitary sewer hook-ups as set forth in GHMC Section 13.28.100; and

WHEREAS, on May 11, 2002, the City Council passed Ordinance 911, which established a procedure for the City Engineer to approve an exception to the sewer hook-up requirements in GHMC Section 13.28.100; and

WHEREAS, the exception procedure in Ordinance 911 included, as one of the prerequisite conditions, that "the subject lot is not located in an area planned to be served by sanitary sewer, as shown in the most current version of the City's six year capital improvement plan and sewer comprehensive plan," (Section 2, p. 4 of Ordinance

911); and

WHEREAS, on March 27, 2006 the City Council passed Ordinance 1037, which again amended the requirements for sewer hook-ups in GHMC Section 13.28.100, which deleted a prerequisite condition described above from the sewer hook-up exception process; and

WHEREAS, City Engineering staff recommends that this condition be inserted into GHMC 13.28.100; and

WHEREAS, after a review of the documentation surrounding the adoption of Ordinance 1037, the City believes this omission was inadvertent; and

WHEREAS, the City Council would like to re-insert the inadvertently omitted condition to GHMC Section 13.28.100; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800;

Now, Therefore,

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

Section 1. Section 13.28.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.100 Public sanitary sewer Hook-Up Requirements and Exceptions.

A. Definitions. For the purpose of this section, the words listed below shall have the following meanings:

1. *Human Occupancy* shall mean that the normally accepted use of the particular type of structure, building or home is living

quarters, a place of work, office, store, or any other place where people will spend time, including, but not limited to, restaurants, churches, schools, theaters, and parks.

2. *Building* shall mean any structure built for the support or enclosure of persons, animals, chattels, or property of any kind.
3. *Structure* shall mean a combination of materials that is constructed or erected, either on or under the ground, or that is attached to something having a permanent location on the ground, excluding residential fences, retaining walls, rockeries and similar improvements of a minor character the construction of which is not regulated by the building code of the city.

B. Requirements for New Construction. The owners of all new houses, buildings, structures, or other uses of property used for human occupancy shall be required to connect the improvements on their properties to a public sanitary sewer, except as provided in subsection E of this section.

C. Requirements for Existing Houses, Buildings, Structures or Uses. The owners of all existing houses, buildings, structures, or other uses of property used for human occupancy situated in the City and abutting on any street, alley, or easement, which are not currently connected to the City's public sanitary sewer system shall not be required to connect, unless (a) a Local Improvement District (LID) is formed for the purpose of providing sewer to the property, or (b) there is a health or safety hazard associated with the private sewer or on-site septic system. If either of these two situations exist, the property owner ~~will~~ shall be required to connect the property to the City's sewer system, and the City ~~shall~~ will provide the property owner written notice of the requirement to connect.

D. Requirements for Houses, Buildings, Structures, or Uses Newly Annexed to the City. Owners of houses, buildings, structures, or uses of property used for human occupancy that are newly annexed to the City shall be required to connect to the City's sewer system as provided in Subsection C of this section.

E. Exceptions.

1. The ~~City Engineer~~ Public Works Director may approve an exception to the requirements of this section to address the on-site sewer needs of new buildings and structures to be constructed on individual lots created prior to the Washington State Legislature's adoption of the Growth Management Act (chapter 36.70A RCW) on July 1, 1990, if all of the following limited circumstances exist:

a. The subject lot is not within 200 linear feet as measured from the nearest property line along the path of sewer main construction to an existing public sanitary sewer; and

~~a.~~ b. The subject lot in its current configuration was created prior to July 1, 1990, and

~~b.~~ c. The septic system to be constructed will serve no more than one single-family dwelling unit or no more than one building or no more than one structure on the lot meeting the criteria of this subsection; and,

d. The property owner shall record a notice against the lot, in a form approved by the City Attorney, providing notice to all subsequent purchasers that the city's approval of a septic system under these procedures will not affect the city's ability to enforce any of the requirements of this section or this chapter (including the requirement to connect to a public sanitary sewer in the future) against the lot at any time in the future, as long as the conditions described in that subsection exist.

2. Expiration of Exception, Appeals.

~~a. The City Engineer~~ Public Works Director's denial of an exception shall not be a final, appealable decision if the request for the exception is made prior to submission of a project permit application for construction of the building or structure on the lot. If a request is denied, a property owner may make a subsequent request for an exception at the time of submission of a project permit application for construction of a structure or building on the property, or at the time any circumstances pertinent to the criteria in this subsection substantially change.

b. If the request for the exception is made in conjunction with the submission of a project permit application for construction of the building or structure on the lot, the ~~City Engineer's~~ Public Works Director's decision may only be appealed together with (and/or following the procedures associated with) an appeal of the underlying project permit application.

~~c. The City Engineer's~~ The Public Works Director's granting of an exception that is not associated with a project permit application shall expire within one year if a project permit application is not submitted to the city. ~~The City Engineer's~~ The Public Works Director's granting of an exception associated with a project permit application shall expire concurrent with the underlying permit.

3. This procedure is exempt from the procedures in GHMC Title

19, pursuant to RCW 36.70B.140.

F. Penalties for Noncompliance. The City may implement the procedures set forth in GHMC Section 13.28.130 for a property owner's failure to comply with the requirements of this section. In the alternative or in addition to GHMC Section 13.28.130, the City may impose penalties on the property owner in an amount equal to the charge that would be made for sewer service if the property was connected to the sewer system, on the date required by this section. Pursuant to RCW 35.67.194, all penalties shall be considered revenues of the system.

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

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this XX day of April 2009

CITY OF GIG HARBOR

CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
Angela S. Belbeck, CITY ATTORNEY

FILED WITH THE CITY CLERK: x/x/09
PASSED BY THE CITY COUNCIL: x/x/09
PUBLISHED: x/x/09
EFFECTIVE DATE: x/x/09
ORDINANCE NO: 11xx



Subject: Nuisance Ordinance – Second Reading

Proposed Council Action:

Adopt the ordinance

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: May 26, 2009

Exhibits: Nuisance Ordinance

Initial & Date

Concurred by Mayor:

CLH 5/20/09

Approved by City Administrator:

RJK 5/20/09

Approved as to form by City Atty:

VIA ATTACHED EMAIL

Approved by Finance Director:

CR 5/20/09

Approved by Department Head:

RJK

Expenditure	Amount	Appropriation
Required See fiscal consideration below	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

The City Council directed staff to draft a nuisance ordinance. The attached ordinance addresses dilapidated buildings, attractive nuisances, abandoned pits/holes, as well as trash and junk.

Enforcement of nuisance violations is outlined in the attached ordinance and follows the same enforcement procedure as the Junk Vehicle ordinance that the City Council adopted last year, with the exception of an added property lien provision.

The attached nuisance ordinance reflects suggested changes made by the City Council at the May 11 City Council meeting. These changes are shown in red in the attached ordinance and include the following changes in Section 8.10.050, Public Nuisances Declared:

A. Any unfenced, uncovered, unguarded or abandoned pit, hole, excavation, well, septic tank, cesspool, pond, or swimming pool into which a child or other person could fall. This paragraph does not pertain to residential and commercial decorative water features that are maintained and are in good working order, nor does this paragraph pertain to ponds in public parks.

E. The existence or accumulation of building material, lumber, salvage materials, scrap iron, tin and other metal, wire, stone, cement or brick ~~which is unsightly and may be an attractive nuisance, provided that this subsection shall not apply if the materials that are not~~ associated with an active building permit, or are not neatly piled and screened from view from the public right of way or any neighboring adjacent public property.

In addition, the attached nuisance ordinance includes two changes (also shown in red) that the Mayor suggested subsequent to the May 11 City Council meeting. These proposed changes are:

- The ordinance shall not apply to piers, docks, and net sheds along the shoreline.
- Delete the reference in the first sentence of Section 8.10.050 to the nuisance being visible from adjacent private property, and replace it with adjacent *public* property.

Lastly, the City Administrator recommends the two following changes (also shown in red in the attached ordinance):

- Delete references to “yard waste” which was an unnecessary holdover from a prior version (An earlier version had a paragraph about yard waste in Section 8.10.050 Public Nuisance Declared).
- Exclude ponds in public parks from the prohibition on ponds in paragraph A of Section 8.10.050.

FISCAL CONSIDERATION

The City will need to bear the costs of enforcing a nuisance violation, including city attorney and municipal court judge costs, appellate court fees, etc. In addition, the City may initially bear the cost for abatement (if a violation case arises to that level); however, the City also has the ability to attempt to recover those abatement costs from the violator. Lastly, fines for violating the ordinance could potentially offset some of the enforcement costs.

BOARD OR COMMITTEE RECOMMENDATION

At its April 22, 2009 meeting, the City Council’s Planning & Building Committee reviewed the draft nuisance ordinance. The Committee’s changes to the ordinance are incorporated into the version attached to this bill.

RECOMMENDATION / MOTION

Move to: Adopt the nuisance ordinance

Karlinsey, Rob

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Wednesday, May 20, 2009 10:02 AM
To: Karlinsey, Rob
Subject: RE: Nuisance Ordinance

Hi Rob. Exempting ponds in public parks works. And on the council bill I would just recommend adding in the upper left under "Subject" that it's a "Second Reading". That's it. Let me know if you need anything else.
--Angela

From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Tuesday, May 19, 2009 5:18 PM
To: Angela S. Belbeck
Subject: Nuisance Ordinance

Angela –

Please see the attached change in 8.10.050 paragraph A regarding ponds. My latest change is in blue. Tell me what you think. Also, please review the attached Council Bill. Thanks,

--Rob

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE GIG HARBOR MUNICIPAL CODE BY ENACTING A NEW CHAPTER 8.10 OF THE GIG HARBOR MUNICIPAL CODE DEFINING, REGULATING AND PROVIDING FOR THE ABATEMENT OF PUBLIC NUISANCES, REQUIRING THE MAINTENANCE OF REAL PROPERTY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, public nuisances are unsightly and unsanitary, create fire, safety and health hazards, interfere with the enjoyment of public and private property, degrade the character of neighborhoods, and have a detrimental effect on property values; and

WHEREAS, residents of the City of Gig Harbor have complained about public nuisances in their neighborhoods; and have requested that the city regulate and abate public nuisances within the city; and

WHEREAS, pursuant to RCW 35A.11.020 and RCW 35.23.440(10) the city has the power to declare what shall be deemed nuisances, to prevent, remove, and abate nuisances at the expense of the parties creating, causing, committing or maintaining nuisances, and to levy a special assessment on the land or premises whereon the nuisance is situated to defray the cost or to reimburse the city for the cost of abating the same; Now, therefore,

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

Section 1. New Chapter 8.10. A new chapter 8.10 is hereby added to the Gig Harbor Municipal Code to read as follows:

Chapter 8.10

PUBLIC NUISANCES

Section 8.10.010 Purpose and construction.

The purpose of this chapter is to define, regulate and provide for the abatement of public nuisances; reduce fire, safety and health hazards; preserve and enhance the attractiveness of the city's neighborhoods; and protect property values within the city. This chapter is an exercise of the police power and is necessary for the health, safety and welfare of the city and to preserve and protect the public peace. Therefore, the provisions of this Chapter shall be

liberally construed for the accomplishment of such purposes. This ordinance shall not apply to piers, docks, and net sheds along the shoreline.

Section 8.10.020 Definitions.

All terms used in this chapter shall have their common definition meaning. In addition to the common definition meaning, the terms used shall mean as follows:

*"Abate" means to repair, replace, remove, destroy or otherwise remedy a condition that violates this chapter.

* "Building materials" means lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing materials, cans of paint and similar materials.

* "Dilapidated" means a building that is generally in a deteriorated condition and meets two or more of the following conditions:

- Exterior wall(s) and/or siding having loose or rotting materials or showing holes or breaks.
- One or more windows that are missing glass or are boarded.
- Roof, stairs, porch, or building structure that is sagging, leaning, or in a state of collapse.
- At least 25% of a roof with missing shingles (or other roofing materials).
- Roof, wall, or any portion thereof with tarps, plastic sheeting, or other temporary materials intended to compensate for leakage; provided that said materials are attached for more than six months.
- Any building which is determined to be a dangerous building pursuant to the Uniform Code for the Abatement of Dangerous Buildings as adopted by reference in the Gig Harbor Municipal Code.

* "Garbage" means waste food products, other organic waste products and packaging materials from food products.

* "Junk" means discarded, broken or disabled items, including, but not limited to, furniture, appliances, toys, vehicle parts, building materials, tools, machinery parts or other items that are not in functioning condition.

* "Person" means human beings of either sex as well as firms, partnerships, corporations, and all associations of human beings, whether acting by themselves or by a servant, agent or employee.

* "Premises" means any building, lot, parcel, real estate, land or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips.

* "Public nuisance" means a thing, act, failure to act, occupation or use of property which (1) annoys, injures or endangers the comfort, repose, health or safety of the public; (2) unlawfully interferes with, obstructs, or renders dangerous for passage any stream, river, channel, public park, square, street, alley, highway or sidewalk; or (3) renders the public insecure in life or use of property. All of the conditions enumerated in Section 8.10.050, are "public nuisances"

* "Responsible party" means any person owning property, as shown on the real property records of Pierce County or on the last assessment role for taxes, and shall also mean any lessee, tenant or person having possession of the property. There may be more than one responsible party for a particular property.

* "Trash" includes, but is not limited to, used, discarded, torn or broken paper; plastic; glass; cardboard; packaging materials; small pieces of scrap metal; wire; pipe; stone; plaster; cement; office supplies; cosmetics; bottles; cans; jars; or boxes.

~~* "Yard waste" means any accumulation of leaves; trimmings from trees, brush and shrubs; cut grass and weeds; or garden waste.~~

Section 8.10.030 Duty to maintain real property.

Any person owning, leasing, renting, occupying or in charge of any real property in the city, including vacant lots, has a duty to maintain the property free from junk, trash, ~~yard waste~~ and any other nuisance as defined in this chapter, in order that such property shall not endanger the safety, health or welfare of the general public.

Section 8.10.040 Prohibited conduct.

It is a violation of this chapter for any person to permit, create, maintain or allow upon any premises, any of the acts or things declared to be public nuisances herein.

Section 8.10.050 Public nuisances declared.

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, if such conditions are able to be viewed from the public right-of-way, or adjacent public property, ~~or adjacent private property~~:

A. Any unfenced, uncovered, unguarded or abandoned pit, hole, excavation, well, septic tank, cesspool, pond, or swimming pool into which a child or other person could fall. This paragraph does not pertain to residential and commercial decorative water features that are maintained and are in good working order, nor does this paragraph pertain to ponds in public parks.

B. Attractive nuisances dangerous to children, including, but not limited to, abandoned, broken or neglected vehicles, boats, equipment and machinery; refrigerators, freezers or other insulated containers within which a child could suffocate; and abandoned, dilapidated or structurally unsound buildings.

C. The existence or accumulation of any trash, litter or inorganic waste, including used, broken, torn or discarded paper, cardboard, plastic, rags, empty bottles, cans, glass, plaster, barrels, boxes, crates, packing cases, construction debris, styrofoam, hay, straw, packing materials, scrap metal, wire, pipe, crockery, and plaster not in covered and enclosed receptacles.

D. The existence or accumulation of any junk, including broken, discarded, torn, or non-functional furniture, mattresses, bedding, appliances, toys, vehicle parts, or other articles of personal property.

E. The existence or accumulation of building material, lumber, salvage materials, scrap iron, tin and other metal, wire, stone, cement or brick ~~which is unsightly and may be an attractive nuisance, provided that this subsection shall not apply if the materials that are not~~ associated with an active building permit, or are not neatly piled and screened from view from the public right of way or any ~~neighboring~~ adjacent public property.

F. Any fence or structure which is sagging, leaning, fallen, or decayed; and is deemed a fire or safety hazard. Any building which is determined to be a dangerous building pursuant to the Uniform Code for the Abatement of Dangerous Buildings as adopted by reference in the Gig Harbor Municipal Code.

G. Any vacant building or accessory structure which is in a dilapidated condition.

Section 8.10.060 Abatement of public nuisance.

The responsible person or persons for any premises on which a nuisance as defined in Section 8.10.050 is found, shall abate such nuisance by removal, trimming, demolition, rehabilitation or repair.

Section 8.10.070 Enforcement.

A. The enforcement officer shall have the authority to enforce this chapter. The enforcement officer may call upon the building, fire, planning and community development or other appropriate city departments to assist in enforcement.

B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public and not for the benefit of any particular person or class of persons.

C. It is the intent of this chapter to place the obligation of complying with its requirements upon the person owning, leasing, renting, or occupying the property upon which a nuisance is located.

D. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

Section 8.10.080 Investigation and Notice of Violation.

A. Investigation. The enforcement officer shall investigate the premises which he/she reasonably believes does not comply with the standards and requirements of this chapter.

B. Notice of Violation. If, after investigation, the enforcement officer determines that the standards or requirements of this chapter have been violated, the enforcement officer shall serve a notice of violation upon the property owner, tenant, or other person responsible for the condition. The notice of violation shall contain the following information:

1. Name and address of the person(s) to whom the citation is issued;
2. The location of the subject property by address or other description sufficient for identification of the subject property;
3. A description of the public nuisance(s) present on the subject property;

4. A separate statement of each standard, code provision or requirement violated, and the reasons for which the city deems the condition of the property to constitute a public nuisance in violation of this chapter;
5. What corrective action, if any, is necessary to comply with the standards, code provisions or requirements;
6. A reasonable time for compliance;
7. A statement that if the person(s) to whom the notice of violation is issued fails to complete the corrective action by the date required, the city or its designee shall abate the public nuisance and will assess all costs of administration and abatement against the owner of the property upon which the public nuisance is located or otherwise attempt to collect such costs against the tenant or person(s) responsible for the violation;
8. A statement that the owner of the land on which the public nuisance is located may appear in person at the hearing and present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the public nuisance on the land, with his/her reasons for denial.

C. Service. The notice shall be served on the property owner and the tenant or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the enforcement officer makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and
2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the official Pierce County assessor's parcel data, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

F. Withdrawal. The city may choose to withdraw a notice of violation at any time without prejudice to the city's ability to reissue it if a certificate of compliance has not been obtained for the specific violations.

Section 8.10.090 Time to Comply.

A. Determination of Time. When calculating a reasonable time for compliance, the enforcement officer shall consider the following criteria:

1. The type and degree of violation cited in the notice;
2. The stated intent, if any, of a responsible party to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out corrective action;
4. The complexity of the corrective action, including seasonal considerations; and
5. Any other circumstances beyond the control of the responsible party.

B. A copy of the notice may be recorded against the property with the Pierce County auditor. The enforcement officer may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

Section 8.10.100 Hearing.

A. The property owner, tenant, or other person responsible for the violation may appeal the notice of violation by requesting such appeal of the notice, accompanied by the appropriate appeal fee, within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday, or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request, the enforcement officer shall forward the request to the municipal court judge.

B. If a request for a hearing is received, a notice giving the time, location and date of the hearing shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the county assessor records and to the tenant or other person responsible for the violation.

C. The owner of the land on which the public nuisance is located may appear in person at the hearing or present a written statement for consideration, and deny responsibility for the presence of the

nuisance, with the reasons for denial. If it is determined that the public nuisance was present on the property without the consent of the landowner and that the landowner has not acquiesced in its presence, then the cost of removal shall not be assessed against the landowner.

- D. At or after the appeal hearing, the municipal court judge may:
1. Sustain the notice of violation and require that the public nuisance be abated at the request of the enforcement officer after a date certain;
 2. Withdraw the notice of violation;
 3. Continue the review to a date certain for receipt of additional information;
 4. Modify the notice of violation, which may include an extension of the compliance date, and/or determine that the owner of the property is not responsible for the costs of removal, pursuant to subsection C of this section.

Section 8.10.110 Municipal Court Order.

A. Unless mutually agreed to by the appellant and the court, the order of the court shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order to such person at his/her last known address as determined by the enforcement officer within 15 calendar days following the conclusion of testimony and hearings and the closing of the record.

B. Proof of service shall be made by a written declaration by the person effecting the service, declaring the time and date of service and the manner by which service was made.

C. The municipal court, in affirming the enforcement officer's notice of violation and abatement, may assess administrative costs or costs related to the abatement of the public nuisance. The court may also order the refund of hearings fees to parties deemed not responsible for the violation.

D. If it is determined at the hearing that the public nuisance was present on the property without the consent of the landowner and that he or she has not subsequently acquiesced in its presence, then the municipal court's order shall not assess costs of administration or removal of the public nuisance against the property upon which the public nuisance is located or otherwise attempt to collect the cost from the landowner.

Section 8.10.120 Abatement - Costs.

A. Commencing 45 calendar days after service of the notice of violation and abatement, if no appeal had been filed, or 15 calendar days after the issuance of an order from the municipal court resulting in authority to remove, the enforcement officer shall supervise the abatement of the public nuisance.

B. The city's costs related to abatement of the public nuisance may be collected from the property owner unless the public nuisance existed on the property without the property owner's consent or acquiescence. If the city's costs cannot be collected from the property owner, the city may collect those costs from the tenant or other person responsible for the violation.

Section 8.10.130 Civil Penalties.

A. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be subject to a cumulative civil penalty in the amount of \$100.00 per day for each violation from the date set for compliance until compliance with the order is achieved.

B. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The enforcement officer shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the enforcement officer, take appropriate action to collect the penalty.

Section 8.10.140 Additional Relief.

The enforcement officer may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this chapter when civil penalties are inadequate to effect compliance.

Section 8.10.150 Liens.

A. Generally. The City shall have a lien for any civil penalty imposed or for the cost of any abatement work done pursuant to this chapter, or both, against the real property on which the civil penalty was imposed or any of the abatement work was performed.

B. Priority. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and

shall be paramount to all other liens, except for state and county taxes.

C. Contents. The claim of lien shall contain the following:

1. The authority for imposing a civil penalty or proceeding to abate the violation, or both;

2. A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof, including the time the work is commenced and completed and the name of the persons or organizations performing the work;

3. A legal description of the property to be charged with the lien;

4. The name of the known or reputed owner, and, if not known, the fact shall be alleged; and

5. The amount, including lawful and reasonable costs, for which the lien is claimed.

6. Signed verification by the director or his/her authorized representative, under penalty of perjury under the laws of the State of Washington, that the declarant believes the claim is just.

D. Recording. The director shall cause a claim for lien to be filed for record in the Pierce County auditor's office within ninety days from the date the civil penalty is due or within ninety days from the date of completion of the abatement work performed pursuant to this chapter.

E. Duration. A lien created under this chapter shall be valid until the amount of money specified in the lien is paid in full.

F. Foreclosure. A lien created under this chapter may be foreclosed and enforced by a civil action in a court having jurisdiction. All persons who have legally filed claims or liens against the same property prior to commencement of the action shall be joined as parties, either as plaintiff or defendant. Dismissal of an action to foreclose a lien at the instance of a plaintiff shall not prejudice another party to the suit who claims a lien.

Section 2. Pending Actions. This ordinance shall not effect or abate any criminal prosecution or code enforcement action that is instigated or brought by or on behalf of the City prior to the effective date of this amendment. Such prosecution or enforcement actions shall continue unabated.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck, City Attorney

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



Subject: Ordinance – Moving the City Council Meeting Time to 5:30 p.m.

Proposed Council Action:

Motion to adopt this ordinance moving the City Council Meeting Time to 5:30 p.m.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: May 26, 2009

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CL# 5/13/09

Approved by City Administrator: RSK

Approved as to form by City Atty: approved at 1st reading

Approved by Finance Director: N/A

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The City desires to cut costs wherever possible, and moving the City Council meeting time up by one-half hour will help to minimize Staff overtime, City Attorney and consultant fees. This ordinance will amend GHMC 2.04.010 and move the official meeting time from 6:00 p.m. to 5:30 p.m.

The Hearing Examiner, Planning Commission and Design Review Board meetings have all been moved to earlier in the day with no negative impact or comments from the public.

This time change will be revisited after a period of time to determine any impacts.

FISCAL CONSIDERATION

Starting the meetings one-half hour early may result in a cost savings of up to \$300.00 per meeting depending upon which staff members are present.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt this ordinance moving the City Council Meeting Time to 5:30 p.m.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CITY COUNCIL MEETINGS, CHANGING THE TIME OF REGULAR CITY COUNCIL MEETINGS FROM 6:00 P.M. TO 5:30 P.M. ON THE SECOND AND FOURTH MONDAYS OF EACH MONTH, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.04.010.

WHEREAS, the City Council wishes to change the time of its regular meetings from 6:00 p.m. to 5:30 p.m. to address economic concerns, to give consideration to technical professionals and city staff, and to more closely reflect other city commission and board meeting times; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of May 11th and May 27th, 2009; Now, Therefore,

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

Section 1. Section 2.04.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.04.010 Meeting day and time. The second and fourth Mondays of each an every month are declared to be and designated as the regular and official meeting days of the city council of the city and the meetings shall be conducted on such days commencing at 6:00 5:30 p.m.; provided however, that in the event any of the regular and official meeting days fall upon a legal holiday, the regular and official meeting day shall be on the Tuesday following the second and fourth Monday of each month.

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 on June 8, 2009, after 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 26th day of June, 2009.

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: _____
ANGELA BELBECK

FILED WITH THE CITY CLERK: 05/06/09
PASSED BY THE CITY COUNCIL: 05/26/09
PUBLISHED: 06/03/09
EFFECTIVE DATE: 06/08/09
ORDINANCE NO: _____



Subject: Public Hearing and First Reading of Ordinance - Sehmel Drive Area-Wide Rezone (ZONE 09-0003)

Proposed Council Action: Review ordinance and approve at second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester Senior Planner (with initials JK)

For Agenda of: May 26, 2009

Exhibits: Draft Ordinance; Planning Commission Recommendation; Planning Commission Minutes Initial & Date

Concurred by Mayor: (with signature)
Approved by City Administrator: (with signature)
Approved as to form by City Atty: (with signature)
Approved by Finance Director: N/A
Approved by Department Head: (with signature)

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

INFORMATION / BACKGROUND

The City Council asked the Planning Commission to review an area-wide rezone to correct inconsistencies between the land use designation and zoning district designation of 11 parcels located just east and south of Sehmel Drive NW consisting of approximately 18 acres. The current land use designation for these properties is Employment Center (EC). The current zoning district for these properties is Residential Business (RB-1) or Single-Family Residential (R-1). The Council asked the Planning Commission to consider rezoning the affected parcels to Employment District (ED).

Of the 18 acres subject to this application, 13.5 acres are currently being used for light industrial or ministorage, The other property is either vacant or contain single family homes; currently 4 single-family homes are in the subject area.

The Planning Commission held a work study session on this area-wide rezone on April 2, 2009 and held a public hearing on the rezone on April 16, 2009.

After the public hearing, the Planning Commission recommended approval of an area-wide rezone to ED for 11 parcels located just east and south of Sehmel Drive NW.

POLICY CONSIDERATIONS

Zoning map amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The Council should generally consider whether the proposed amendment furthers public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (Chapter

36.70A RCW). Area-wide rezones are considered a Type V legislative action (GHMC 19.01.003).

In addition, applications for amendments to the zoning district map may only be approved if all of the following criteria are satisfied:

1. *The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;*
2. *The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;*
3. *No substantial detrimental effect will be caused by the granting of the application for the amendment;*
4. *The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map. (GHMC 17.100.035)*

Gig Harbor Comprehensive Plan:

From the Land Use Element of the Comprehensive Plan

Policy 2.2.3.a:

Employment Centers

Broadly defines an area that is intended to meet long-term employment needs of the community. Employment centers consist of the following:

- 1) *Wholesale distribution facilities*
- 2) *Manufacturing and assembly*
- 3) *Warehousing/storage*
- 4) *Business offices/business complexes*
- 5) *Medical facilities/hospitals*
- 6) *Telecommunication services*
- 7) *Transportation services and facilities*
- 8) *Conditional allowances of commercial facilities which are subordinate to and supportive of employment activities*

Planning Commission Analysis:

The Planning Commission's complete analysis and findings on the criteria for approval contained in GHMC 17.100.035 can be found in their enclosed Notice of Recommendation. Below is a summation of their analysis:

- Of the 18 acres subject to this application, 13.5 acres are currently being used for light industrial or ministorage.
- On March 23, 2009, the City Council adopted ORD 1156 which annexed the subject property to the City of Gig Harbor. This annexation took effect on April 6, 2009. Prior to the annexation, the County zoning for this property was Community Employment (CE).
- The ED zone is the only zone which fully implements the EC designation.

- The Growth Management Act requires consistency between Comprehensive Plan (land use designations) and development regulations (zoning). A rezone to ED for this property would achieve Comprehensive Plan consistency.
- The City's ED zoning is most consistent with the County's CE zoning.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on April 22, 2009 as per WAC 197-11-340(2).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission is recommending approval of this area-wide rezone.

RECOMMENDATION / MOTION

Move to: Review ordinance and approve at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING A CITY-INITIATED REZONE OF 11 PARCELS CONSISTING OF 17.97 ACRES FROM RB-1 AND R-1 ZONING DISTRICTS TO EMPLOYMENT DISTRICT (ED), LOCATED JUST EAST AND SOUTH OF SEHMEL DRIVE NW; PIERCE COUNTY ASSESSOR PARCEL NUMBERS 0122361001, 0122361006, 0122361008, 0122361009, 0122361013, 0122361066, 0122361067, 0122361068, 0122361077, 0122361078 AND THE SOUTHEAST PORTION OF PARCEL NUMBER 0122361045 WHICH LIES EAST OF SEHMEL DRIVE NW; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GIG HARBOR; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on March 23, 2009, the City Council adopted Ordinance No. 1156 which annexed property known as the Burnham Sehmel annexation area to the City of Gig Harbor, and the annexation took effect on April 6, 2009; and

WHEREAS, the current Comprehensive Plan land use designation for 11 parcels within the annexed area, located just east and south of Sehmel Drive NW consisting of 17.97 acres, is Employment Center (EC), and the current zoning district for these parcels is Residential Business (RB-1) or Single-Family Residential (R-1); and

WHEREAS, the existing EC comprehensive plan land use designation anticipates employment-based and industrial development; and

WHEREAS, of the 17.97 acres subject to this rezone, 13.5 acres are currently being used for light industrial or ministorage; uses which are consistent with Employment District (ED) zoning; and

WHEREAS, the ED zoning district is the only zoning district which implements the EC land use designation; and

WHEREAS, prior to the annexation, the County zoning for this property was Community Employment (CE), and the City's ED zoning district is similar to and consistent with Pierce County's CE zoning district; and

WHEREAS, the City Council initiated a request for an area-wide rezone of the subject properties for consistency with the Comprehensive Plan land use designation and forwarded the request to the Planning Commission for consideration; and

WHEREAS, the proposed rezone is a Type V action as defined in GHMC 19.01.003(B) for area-wide zoning map amendments; and

WHEREAS, a final decision for a Type V application shall be rendered by the City Council after a recommendation from the Planning Commission as per GHMC 19.01.003(A); and

WHEREAS, the Planning Commission held a work study session on April 2, 2009 and held a public hearing on the area-wide rezone on April 16, 2009, and recommended approval; and

WHEREAS, on April 3, 2009, the proposed area-wide rezone was sent to the Washington Department of Community, Trade and Economic Development, pursuant to RCW 36.70A.106; and

WHEREAS, a SEPA threshold determination of non-significance (DNS) for the proposed rezone was issued on April 22, 2009 and was not appealed; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____, 2009; and

WHEREAS, on _____, 2009, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Criteria. Zoning map amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. Applications for amendments to the zoning district map may only be approved if all of the following criteria are satisfied:

- A. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;
- B. The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;
- C. No substantial detrimental effect will be caused by the granting of the application for the amendment;
- D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map. (GHMC 17.100.035)

Section 2. Findings. The City Council considered the recommendation of the Planning Commission, and makes the following findings in relation to the criteria of approval in section 1 above:

- A. The Comprehensive Plan has designated this area Employment Center (EC). The Employment District (ED) zoning more properly implements the EC comprehensive plan designation than the present RB-1 and R-1 zoning districts. The proposal to rezone the subject properties to ED is consistent with and furthers the goals and policies of the Comprehensive Plan.
- B. Allowing the continuation and future expansion of legally established industrial uses (under County code) will further the general welfare of the citizens of Gig Harbor by providing additional employment and industrial opportunities within the City. Safety and public health will be addressed at the time of further development through a number of City regulations including requirements for all new development to be served by sewers, limitations on road access points, traffic concurrency and other public works standards. The future development of the properties will have to address public health and safety concerns.
- C. No substantial detrimental effect would be caused by the granting of this rezone request. The majority of the properties within the rezone area currently contain uses consistent with the intent of the ED zoning district: ministorage and light industrial. While four single-family homes exist in the rezone area, those homes will be allowed to remain; and, in the event of damage or destruction by an act of nature, the owners may rebuild those homes.
- D. Prior to the annexation of this property on April 6, 2009, the City had not yet conducted a thorough review of the subject area, existing uses and appropriate zoning. In addition, the pre-annexation zoning did not take into account the County's zoning of the property as Community Employment. Uses were established under the County zoning which met County codes, but not the City's pre-annexation zoning. The proposed rezone recognizes the existing uses legally established under county regulation.

Section 3. Rezone. The 17.97 acres of real property located just east and south of Sehmel Drive NW, as shown on Exhibit "A" attached hereto and incorporated by this reference, including tax parcel numbers: 0122361001, 0122361006, 0122361008, 0122361009, 0122361013, 0122361066, 0122361067, 0122361068, 0122361077, 0122361078 and the southeast portion of parcel number 0122361045 which lies east of Sehmel Drive NW, are hereby rezoned from RB-1 and R-1 to Employment District (ED).

Section 4. Zoning Map. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by section 3.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION ZONE 09-0003

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: ZONE 09-0003 – Sehmel Drive Area-Wide Rezone

The City Council has asked the Planning Commission to review an area-wide rezone to correct inconsistencies between the land use designation and zoning district designation of 11 parcels located just east and south of Sehmel Drive NW consisting of approximately 18 acres. The current land use designation for these properties is Employment Center (EC). The current zoning district for these properties is Residential Business (RB-1) or Single-Family Residential (R-1). The Council asked the Planning Commission to provide a recommendation on rezoning the affected parcels to Employment District (ED).

The Planning Commission held a work study session on this area-wide rezone on April 2, 2009 and held a public hearing on the rezone on April 16, 2009.

After the public hearing, the Planning Commission recommended approval of the Sehmel Drive Area-Wide rezone based on the findings below.

FINDINGS:

- Of the 18 acres subject to this application, 13.5 acres are currently being used for light industrial or ministorage.
- On March 23, 2009, the City Council adopted ORD 1156 which annexed the subject property to the City of Gig Harbor. This annexation took effect on April 6, 2009. Prior to the annexation, the County zoning for this property was Community Employment (CE).
- The ED zone is the only zone which fully implements the EC designation.
- The Growth Management Act requires consistency between Comprehensive Plan (land use designations) and development regulations (zoning). A rezone to ED for this property would achieve Comprehensive Plan consistency.

- The City's ED zoning is most consistent with the County's CE zoning.

Applications for amendments to the zoning district map may only be approved if all of the criteria in GHMC 17.100 are satisfied. The Planning Commission makes the following findings for each of the criterion for approval:

1. *The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;*

The Comprehensive Plan has designated this area Employment Center (EC). The Employment District (ED) zoning more properly implements the EC comprehensive plan designation than the present RB-1 and R-1 zoning districts. The proposal to rezone the subject properties to ED is consistent with and furthers the goals and policies of the Comprehensive Plan.

2. *The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;*

Allowing the continuation and future expansion of legally established industrial uses (under County code) will further the general welfare of the citizens of Gig Harbor by providing additional employment and industrial opportunities within the City.

Safety and public health will be addressed at the time of further development through a number of City regulations including requirements for all new development to be served by sewers, limitations on road access points, traffic concurrency and other public works standards. The future development of the properties will have to address public health and safety concerns.

3. *No substantial detrimental effect will be caused by the granting of the application for the amendment;*

No substantial detrimental effect would be caused by the granting of this rezone request. The majority of the properties within the rezone area currently contain uses consistent with the intent of the ED zoning district: ministorage and light industrial. While four single-family homes exist in the rezone area, those homes will be allowed to remain; and, in the event of damage or destruction by an act of nature, the owners may rebuild those homes.

4. *The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map.*

Prior to the annexation of this property on April 6, 2009, the City had not done a thorough review of the subject area, existing uses and appropriate zoning. In addition, the pre-annexation zoning did not take into account the County's zoning of the property as Community Employment. Uses were established under the County zoning which met County codes, but not the City's pre-annexation zoning. The

proposed rezone recognizes the existing uses legally established under county regulation.

Harris Atkins, Chair
Planning Commission

HARRIS ATKINS Date 5/6/2009

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
April 2, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Jill Guernsey, Michael Fisher and Dick Allen. Commissioners Absent: Jim Pasin, Jeane Derebey. Staff Present: Jennifer Kester and Peter Katich. Guest Present: Karl Scherer, Dino Formiller, Paul and Betty Garrison, and Florence Wintermute

CALL TO ORDER: Chair Harris Atkins called the meeting to order at 5:05 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of February 19, 2009 with corrections – Ninen/Guernsey **Motion passed unanimously**

Minutes for the March 5, 2009 meeting were passed out and will be reviewed at the next meeting.

Minutes for the March 16, 2009 joint meeting of the Commission and Council and the March 19, 2009 Commission meeting will be ready for distribution by the next meeting.

City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –
ZONE 07-0006 – Mixed Use District Overlay (MUD) Amendments and Area-Wide Rezone

Ms. Kester addressed proposed approach for rezoning the area currently zoned Mixed Use District Overlay to MX Mixed Use District. She addressed the proposed setback, height and use regulations for the district. In regard to side yard setbacks, Ms. Ninen inquired as to the side yard setback requirements of other jurisdictions. She inquired of Mr. Katich what the city of Tacoma's side yard setback requirements were. Mr. Katich noted that the city had recently revised its code to require a 5 foot side yard setback. Mr. Allen expressed his opinion that reduced setbacks pose a fire safety issue. Chair Atkins inquired as to whether staff had consulted the Fire District regarding the requirement. Ms. Kester indicated that the International Residential Code required fire resistive construction for structures located within 5 feet of a side property line. Ms. Kester suggested that the Commission focus on aesthetics and open space in their deliberations concerning the setback issue, not fire safety as that is addressed by the building code. Given that the City consistently requires eight foot side yard setbacks for single-family homes outside of the Historic District, the Commission reached consensus that a minimum 8 foot side yard setback for nonresidential and residential should be required.

Turning to the proposed height requirement for the district, Ms. Kester indicated that Rick Gagliano, Vice Chair of the city's Design Review Board, had reviewed the height issue and provided his comments as well as a sketch that addresses the minimum floor to floor height required for mixed use buildings that include retail, office and residential uses. In this regard, a minimum floor to floor height for retail is 14 feet, while residential and office uses typically require 10 feet between floors. Ms. Kester addressed how the maximum 35 foot height limit for a structure could actually be taller on the downhill side of sloping parcels. Discussion ensued among the Commission members on the use of incentives that would allow for additional height above the 35 feet. After much discussion on the issue, the Commission reached consensus that the height incentive set forth in proposed GHMC 17.57.070.B should be increased from 10 to 15 feet if at least 25 percent of the gross floor area of a mixed use building contains residential and at least 25 percent of the gross floor area of the building is nonresidential. The additional 15 feet would allow a four-story building with the first floor as retail.

Lastly, with regard to permitted, conditional and prohibited uses within the proposed district, Ms. Kester noted that ministorage and industrial level 1 uses are currently listed as conditional uses within the proposed district and inquired of the Commission regarding whether they should be allowed as such or prohibited. Ms. Ninen indicated her preference to allow them as conditional uses. Chair Atkins indicated that a consistent vision may not exist for the area. Commission members commented that the Comprehensive Plan will need to be amended to align with the regulations of the new mixed use district. Ms. Kester indicated that the GMA required 7 year update to occur in 2011 would be an opportunity to resolve any inconsistencies. Ms. Guernsey indicated her preference to allow the two industrial uses as conditional uses. After discussion, the Commission reached consensus that the two industrial uses should remain conditional uses within the proposed district.

MOTION: Move to recommend approval of the proposed area-wide rezone and new MX District as amended, subject to the preparation of a notice of recommendation and a vision statement for the district by staff. Atkins / Ninen – **Motion passed unanimously**

Future Actions:

- Staff to prepare a draft notice of recommendation which includes a vision statement for the district for Planning Commissions review at the May 7th meeting.

The Commission adjourned for a 5 minute break at 6:20pm

City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –
ZONE 09-0003 – Sehmel Drive Area-Wide Rezone

Ms. Kester explained the background associated with the request for an area-wide rezone of the area, which will officially be annexed into the city on April 6, 2009. She

noted that the area in question consists of approximately 18 acres and comprised of 11 parcels, all of which are currently designated as RB-1 District under the pre-annexation zoning for the property except for one parcel that has an R-1 District designation. She also noted that a number of owners of property within the proposed area-wide rezone area were in attendance at the meeting. She indicated that the Commission has two options; the area-wide rezone currently before them or other zoning schemes previously discussed in 2008 during their review of all RB-1 zoned areas within the city.

Mr. Allen inquired if there was any opposition to the area-wide rezone by the owners of property within the area. Ms. Kester indicated none that she was aware of but that the property owners in attendance may desire to provide some input at the meeting. Chair Atkins inquired as to why the inconsistency wasn't identified earlier. Ms. Kester noted that none of the staff currently involved in the annexation were working on it at the time it was considered by the City Council at the 10% petition stage. Chair Atkins indicated his desire to hear what the property owners had to say regarding the proposal. Several property owners, including Paul and Betty Garrison, expressed their support for the rezone and noted that it would allow them to continue and/or expand current uses located on the site and allow additional options for future development. One property owner indicated that she "would just like to be left alone." That property owner currently lives in a single-family residence on a parcel which is subject to the rezone. Ms. Kester explained the owner's nonconforming rights and expressed that the City would have no authority to make her remove her home if this rezone was approved. Ms. Kester indicated that the Planning Commission would be conducting a public hearing on this request on April 16, 2009.

UPCOMING MEETINGS:

Ms. Kester addressed additional meetings and topics to be discussed at future meetings. Chair Atkins requested a status report on code amendments previously considered by the Commission. Chair Atkins indicated his desire to have the City Attorney discuss issues associated with Development Agreements at an upcoming meeting. Chair Atkins also requested that the City Attorney address possible inconsistencies between Comprehensive Plan and zoning designations throughout the city. Ms. Kester indicated that she would prepare a status report on the code amendments; make arrangements to have the City Attorney attend an upcoming Commission meeting to discuss Development Agreements; and, indicated that the plan and zoning district inconsistencies review should be part of a larger effort possibly done in the future.

Future Actions:

- Staff to provide a status report on previous Planning Commission work program items.
- Staff to arrange a meeting with the City Attorney to discuss the upcoming review of Comprehensive Plan Amendments, in particular associated development agreements. Tentative date set: June 4, 2009.

ADJOURNMENT

MOTION: Move to adjourn at 7:18pm. Ninen / Fisher – **Motion passed unanimously**

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session / Public Hearing
April 16th, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Dick Allen, Joyce Ninen, Michael Fisher and Jim Pasin. Absent: Jill Guernsey and Jeane Derebey.

STAFF PRESENT: Tom Dolan, Jennifer Kester and Cindy Andrews

CALL TO ORDER: Chair Harris Atkins called the meeting to order at 5:02 pm.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of March 5th, 2009 with changes.
Ninen / Pasin – Motion passed.

MOTION: Move to approve the minutes of March 16th, 2009 with corrections.
Ninen / Fisher – Motion passed.

MOTION: Move to approve the minutes of March 19th, 2009 with corrections.
Ninen / Pasin – Motion passed.

MOTION: Move to approve the minutes of April 2nd, 2009 with corrections.
Ninen / Fisher – Motion passed.

WORK STUDY SESSION:

Off-Street Parking Requirements Clarification:

Senior Planner Jennifer Kester discussed the amendments and clarifications proposed to the off-street parking requirements resulting from recent zoning code amendments and potential future amendments. Ms. Kester summarized the proposed changes addressing them by topic.

Gross Floor Area: Ms. Kester discussed the recent update to the definition of “gross floor area,” explaining that the parking code referenced floor area only. The amendment would simply be a correction adding “gross” before “floor area” for consistency. Commissioner Jim Pasin discussed his concern with applying the gross floor area definition to parking standards. Chair Harris Atkins asked how staff had interpreted the definition. Ms. Kester stated that parking is currently based on gross floor area, by interpretation, and that this amendment would not result in any change to parking calculations. It would only remove the interpretation portion of staff work. Commissioner Michael Fisher asked how retail and non-retail areas would be

defined. Ms. Kester explained that parking standards would be based on the total space of the store. Planning Director Tom Dolan added that the amendment would be very specific and eliminate potential confusion. Vice Chair Joyce Ninen asked if "floor area" could be equal to "gross floor area." Mr. Dolan explained that a footnote could be added to the parking requirements which stated, "see gross floor area".

Ms. Kester described the proposed amendment related to the ED and PCD-BP changes. The commission members discussed the ED and PCD-BP zones; Pierce County parking standards; and requirements for ministorage and cemetery parking. Mr. Pasin discusses his concern with attaching parking requirements to gross floor area standards. Commission members discuss the addition of "gross" in front of "floor area." Ms. Ninen and Mr. Atkins agreed. Mr. Fisher and Mr. Pasin stated they would like to revisit basing parking requirements on "gross floor area" at a later date. Commissioner Dick Allen had no concerns with inserting "gross" in front of "floor area" however he would like to revisit the overall parking requirement issue as well. Mr. Dolan explained that if no action were taken on the staff's proposal that the planning staff would continue to interpret the code as it had been previously interpreted, explaining that new cases would be reviewed on an individual basis. Commission members continued the discussion on parking requirements. Mr. Pasin asked when the gross floor area issue could be revisited by the Commission members. Mr. Dolan stated that the Planning Commission agenda had been booked out and it may be awhile before the issue could be looked at. Mr. Pasin agreed to insert "gross" in front of "floor area;" however, he suggested that the overall parking requirements should be reviewed as soon as possible. Mr. Atkins agreed.

Stormwater Manual Update: Ms. Kester summarized the proposed updates to the Stormwater Manual suggesting adding the definition in the zoning code to be consistent with the new manual. Mr. Fisher discussed porous paving and its long term use. Ms. Kester stated that it worked well long term if properly maintained. Mr. Pasin asked for clarification on the terms concrete vs. porous asphalt. Mr. Atkins clarified. Commission members discussed porous asphalt. Mr. Pasin asked if a recommendation would be required this evening. Ms. Kester replied no, explaining that staff would like a final decision by May.

PUBLIC HEARING:

Call to Order: 6:00 pm

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

Zone 09-0003 – Sehmel Drive Area Wide Rezone

Mr. Atkins summarized the proposed area-wide rezone providing a description of the area, the uses and the total amount of acres involved.

Ms. Kester summarized the proposal, discussing the previous zoning designation and the proposed zoning designation. Ms Kester discussed the current uses of the properties noting

that of the 18 acres, 13.5 currently held a mini-storage and industrial facilities and the remaining 4.5 were used for single family residences. Ms. Kester discussed the nonconforming use rights of the single family residences. Mr. Atkins asked what the difference had been in Pierce County zoning and City of Gig Harbor zoning. Ms. Kester offered the explanation. Mr. Allen asked for clarification of legal nonconforming use regulations and possible expansion of the existing structures. Ms. Kester explained.

Dino Formiller, 2641 64th St, Gig Harbor, WA- Mr. Formiller discussed an e-mail from the previous Community Development Director John Vodopich addressing the change in zoning designation from EC to ED, stating that Mr. Vodopich did not anticipate any problems with a change in designation only that a public hearing would be necessary. Mr. Formiller expressed his concern that the property had been designated single family residential at the time of annexation and was unsure why it was not designated ED at the time of annexation. Mr. Atkins asked if the proposed rezone would be to Mr. Formiller's benefit. Mr. Formiller agreed.

Carl Schuler, Gig Harbor North Self Storage LLC, P.O Box 3683, Silverdale, WA 98383: Mr. Schuler is a partner in the mini-storage complex subject to the rezone; he discussed his surprised that the property had been zoned as R-1. Mr. Schuler discussed the site, the greenbelt surrounding the property and his hope that the rezone to ED will move forward, explaining his concern that an R-1 designation would be inappropriate.

Paul Garrison, P.O. Box 1021, Wauna WA 98359: Mr. Garrison discussed the nonconforming use section of the GHMC and was concerned that it indicated that nonconforming uses should go away. Ms. Kester explained nonconforming use and structures standards. Mr. Garrison urged the Planning Commission to move forward with the rezone.

Public Hearing closed at 6:16 pm

Ms. Ninen stated she would be in favor of the rezone to ED based on the public's comments supporting the rezone. Mr. Pasin expressed his concern for the single family residences currently in the zone, asking how the City's zone transition standards for future development would be applied. Ms. Kester discussed the application of the zone transition standards. Mr. Fisher pointed out that the area had existed for a long period of time with a mix of single family and industrial uses and felt that the rezone would be appropriate. Mr. Allen also agreed that the rezone would be appropriate.

MOTION: Move to recommend the area-wide rezone for the Sehmel Drive Area (Zone 09-0003) to ED Zone. Ninen / Fisher – motion passed.

Ms. Kester reviewed the remaining process for the rezone.

WORK STUDY SESSION:

Ms. Kester provided Mr. Atkins with the notice of recommendation for the previously proposed ED and PCD-BP amendments for his signature, Mr. Atkins signed the recommendation.

Off-Street Parking Requirements Clarification:

Mr. Atkins returned to the Off-Street Parking Requirements Clarification discussion. Mr. Atkins suggested taking each item one at a time beginning with Gross Floor Area. Mr. Atkins discussed the insertion of the word “gross” before “floor area” into the GHMC, indicating that there had been an agreement in the previous discussion and asking for a motion.

MOTION: To recommend approval of the change to the ordinance inserting “gross” in front of “floor area” where it appears in the parking matrix. Ninen / Fisher – Motion passed

ED and PCD-BP intent and allowed uses: Mr. Atkins asked Ms. Kester to review the new items added as a result of the new uses proposed in the ED and PCD-BP amendments. Commission members discussed business services and ancillary services, parking standards and shared parking. Ms. Kester recommended that the requirement remain at 1 stall per 300 square feet of gross floor area and that the Planning Commission revisit the overall parking requirement issue at a later date. Mr. Atkins agreed.

Cemeteries: No further discussion

Ancillary Services: Ms. Kester discussed the proposed parking requirement of 1 stall per 300 square feet of gross floor area, stating that perhaps no parking is required do to very little pass-by use. Mr. Dolan stated that ancillary services are primarily for employees, suggesting that each case could be looked at individually and the decision on parking made by the Director. Mr. Atkins added that a lot would depend on the location and the operation. Mr. Pasin disagreed, stating that he felt the decision should not be left up to the director. Mr. Dolan suggested looking at what other jurisdictions propose. Mr. Atkins and Ms. Ninen agreed. Ms. Kester agreed to return and present the Commissioners with a breakdown from other jurisdictions. Commission members agreed.

Stormwater Manual Update: Mr. Dolan discussed porous paving. Mr. Atkins addressed the public concerns that grass pavers had not been pedestrian friendly, asking if staff had any discussion on the subject. Ms. Kester indicated that some citizens had expressed concern that grass in grasscrete pavers did not grow well. Commission members discussed porous paving and grass pavers. Mr. Atkins asked for a motion.

MOTION: Move to recommend the proposed amendment to the Off-Street Parking Requirements Design Standards to include the porous paving. Ninen / Fisher – Motion passed.

Ms. Ninen explained that the amendment also include the new definition for porous paving in section 17.04.675.

Ms. Kester stated that the Commission members could revisit the parking standards at the next meeting and that she would also provide an update on the Planning and Building Committee recommendations on parking widths.

Discussion Items:

Ms. Kester updated commission members on recent passing of the Gross Floor Area Amendment and Shared Parking Amendment by the City Council. She discussed the 2009 Comprehensive Plan docket scheduled for public hearing before the City Council on May 11th, 2009. Ms. Kester discussed the Height Restriction Area Amendment explaining that Council members had requested a work study session on the item. Ms. Kester discussed the Marina Parking Amendments that would be before Council members in June or July of this year.

Mr. Pasin asked if the Neighborhood Design Area program had been scheduled to go before the City Council. Ms. Kester stated that it had been placed on the Council's work program agenda.

MOTION: Move to adjourn at 7:25 pm. Ninen / Fisher – Motion passed.

DRAFT

Subject: Ordinance – Amending the Special Events Chapter of the Gig Harbor Municipal Code.

Proposed Council Action:

Adopt the attached Ordinance at its Second Reading

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: May 26, 2009

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

CH May 19 / 09

Approved by City Administrator:

RJK

Approved as to form by City Atty:

aprvd via email

Approved by Finance Director:

A 5/21/09

Approved by Department Head:

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

Chapter 5.28 of the Municipal Code regulating Special Events was adopted in 1983 and inadequately reflects current conditions. The following is an overview of the recommended changes:

- Change “director of administration” to “City Administrator” throughout the chapter. This is a housekeeping amendment.
- Raise the application fee from \$25.00 to \$50.00 to offset the cost of staff to process the application.
- Add requirements to the application to provide hold harmless language and a list of vendors.
- Amend the clean-up cost requirements.
- Increasing the time for submitting an application from 15 to 30 days before the event to allow staff to adequately review the information and to address any concerns.
- Update the insurance requirements to adequately protect the city per recommendation from the city’s insurance pool, AWC RMSA.
- Updates the requirements for businesses who gather under the direction of a non-profit organization for a special event.

FISCAL CONSIDERATION

Increasing the cost of a Special Event Permit will help to offset the cost for staff review and administration of the permit.

BOARD OR COMMITTEE RECOMMENDATION

The Finance / Safety Committee discussed increasing the insurance requirements at its April 20, 2009 meeting and recommended doing so.

RECOMMENDATION / MOTION

Move to: Adopt the attached Ordinance at its second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SPECIAL EVENTS, AMENDING CHAPTER 5.28 OF THE GIG HARBOR MUNICIPAL CODE TO REFLECT CURRENT POSITION TITLES, INCREASING THE APPLICATION FEE, ADDING HOLD HARMLESS LANGUAGE AND VENDOR LIST REQUIREMENTS TO THE APPLICATION PROCESS, AMENDING THE FILING PERIOD, UPDATING INSURANCE REQUIREMENTS, DELETING THE BOND REQUIREMENT AND THE SPECIAL EVENT TEMPORARY LICENSE GROUP BOND OR CASH DEPOSIT REQUIREMENTS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 5.28 of the Gig Harbor Municipal Code was adopted in 1983 to establish provisions for licensing and regulating special events on public right of ways; and

WHEREAS, the code does not adequately reflect current conditions; and

WHEREAS, in order to protect the city, it is necessary to require indemnification language; and

WHEREAS, a list of participating vendors will assist in the proper remittance of sales tax; and

WHEREAS, the current requirement for proof of liability insurance is inadequate and the city's insurance pool is recommending an increase in coverage limits and language to address liability when food and/or liquor are permitted; and

WHEREAS, in the interest of administrative efficiency, the City desires to eliminate the clean-up bond requirement and authorize billing in the event of failure to follow through with the clean-up required under GHMC 5.28.050(K); and

WHEREAS, the bonding or cash set-aside requirements in GHMC 5.28.140 are prohibitive for non-profit organizations and the guarantee of proper clean-up for a special event is sufficiently addressed in GHMC 5.28.050(K) and GHMC 5.28.070; and

WHEREAS, the fifteen day submittal requirement and \$25 fee are no longer sufficient to reflect the amount of employee time required to process an application; and

WHEREAS, the City Council considered this ordinance during its regular meetings of May 26 and June 8, 2009; Now, Therefore,

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

Section 1. Section 5.28.030 of the Gig Harbor Municipal Code shall be amended to read as follows:

5.28.030 Permit – Required.

No person shall engage in, participate in, aid, form or start any special event, unless a permit has been obtained from the ~~director of administration~~ City Administrator.

Section 2. Section 5.28.040 of the Gig Harbor Municipal Code shall be amended to read as follows:

5.28.040 Permit – Application – Fee.

There shall be paid by the sponsor(s) at the time of application, a fee of ~~\$25.00~~ \$50.00 for each special event.

Section 3. Section 5.28.050 of the Gig Harbor Municipal Code shall be amended to add new subsections L and M and as follows:

5.28.050 Permit – Application – Contents.

Applications for a special events permit shall state include, but not be limited to:

- A. Name and address of applicant;
- B. ...
- L. Hold Harmless Agreement that removes all liability from the City;
- M. List of all participating vendors.

Section 4. Section 5.28.060 of the Gig Harbor Municipal Code shall be amended to read as follows:

5.28.060 Permit – Application – Filing period.

A. An complete application for a special events permit shall be filed with the ~~director of administration~~ City Administrator or his designee not less than ~~45~~ 30 days nor more than 365 days before the date on which the event will occur.

B. The ~~director of administration~~ City Administrator shall notify the applicant in writing of approval or disapproval, no later than 20 days following the date of the application.

Section 5. Section 5.28.070 of the Gig Harbor Municipal Code is hereby deleted in its entirety and replaced with the following:

~~5.28.070 Bond required.~~

~~The director of administration shall set an amount for a cash deposit or surety bond as a guarantee that the expenses of cleaning up will be paid by the sponsoring organization. The amount shall not be less than \$50.00 nor more than \$500.00. The director shall determine the bond amount by such factors as type of event, projected number of participants and spectators, and the sponsor's experience.~~

5.28.070 Costs of Clean-up.

In the event a sponsoring organization fails to adequately provide clean-up in accordance with the plan submitted under GHMC 5.28.050(K), the City may conduct the necessary clean-up and bill the sponsoring organization for such costs. The sponsoring organization must make payment to the City upon receipt of the City's invoice for such costs.

Section 6. Section 5.28.080 of the Gig Harbor Municipal Code shall be amended to read as follows:

5.28.080 Insurance required.

A. The applicant shall show proof of liability insurance with a ~~combined single limit of \$500,000 for each incident~~ primary coverage limits of: \$1,000,000 General Aggregate (per event); \$1,000,000 Products Aggregate (if food and/or beverage vending is part of the event); \$250,000 Personal and Advertising Injury; \$50,000 Each Occurrence; \$50,000 Fire Legal Liability; and \$50,000 Damage to premises rented for 7 or fewer days.

B. A specimen copy listing the name and inclusive dates of the event shall be filed with the application, and shall name the city of Gig Harbor as an additional named insured for the event, including a provision prohibiting the cancellation of said policy except upon at least 30 days prior written notice to the city.

C. If alcohol is permitted and being served, the applicant must obtain a license from the Washington State Liquor Board and provide liquor liability coverage.

Section 7. Section 5.28.140 of the Gig Harbor Municipal Code shall be amended to read as follows:

5.28.140 ~~Special event temporary license~~ Businesses participating in a special event.

A. When two or more businesses temporarily gather for a special event under the direction and supervision of a nonprofit organization, only one ~~temporary license~~ special event permit shall be required. The sponsoring nonprofit organization shall be responsible for obtaining the license permit.

~~A group bond or cash deposit shall be filed for all profit status businesses by the sponsoring organization as follows:~~

- ~~—1. One through 10 businesses, \$500.00;~~
- ~~—2. For each additional 10 businesses, an additional \$500.00.~~

B. A special event temporary license permit shall not exceed five consecutive days.

Section 8. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 9. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of June, 2009.

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: _____
ANGELA BELBECK

FILED WITH THE CITY CLERK: 05/20/09
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.