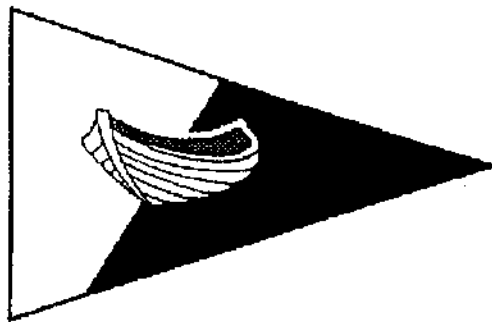


**GIG HARBOR
CITY COUNCIL MEETING**



December 11, 1995

7:00 P.M., CITY HALL COUNCIL CHAMBERS

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
December 11, 1995 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

PUBLIC HEARING:

Gig Harbor North Annexation - Petition for Annexation/Preannexation Zoning

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Tacoma-Pierce County Health Department - Governance Fact Sheet.
2. WSDOT Hearing Schedule- Public Advisory Elections for State Transportatin Facilities.
3. Prison Pet Partnership Program.
4. Doug Sutherland, Pierce County Council - Recycling 1995.
5. Puget Sound Regional Council - Vision 2020.

PROCLAMATION: National Drunk and Drugged Driving Prevention Month.

OLD BUSINESS:

NEW BUSINESS:

1. Appeal of Hearing Examiner's Decision on CUP95-09 (Sherry Williams, Marche Cuisine): Robert Frisbie, appellant.
2. Time Extension Request - Design Guidelines Technical Committee.
3. First Reading of Ordinance - Amendments to Chapter 15.06.
4. Utility Management Software License.
5. 1996 Job Description Update.
6. Police Chief Employment Contract.
7. Public Works Director Employment Contract.
8. Hearing Examiner Employment Contract.
9. New Liquor License Application - The Captain's Keep.
10. Liquor License Renewals - Marco's Restaurant; Mimi's Pantry.

MAYOR'S REPORT:

City of Gig Harbor 50th Anniversary.

COUNCIL COMMENTS:

STAFF REPORTS:

1. Planning Department - Dec. 4th Worksession on Develoment Code Updates.
2. GHPD - Lt. Bill Colberg.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: Claims and property acquisition.

ADJOURN:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Ray Gilmore
DATE: December 6, 1995
SUBJ.: Gig Harbor North Annexation - Planning Commission Recommendation
on Zoning for the Area.

INTRODUCTION/BACKGROUND

The Planning Commission submits its findings, conclusions and recommendation on proposed zoning for the Gig Harbor North annexation area. A copy of the proposed development regulations, zoning map and the staff's report and recommendation to the Planning Commission is attached for your review.

POLICY

The proposed zoning and annexation are a product of several years of dialogue, public worksessions and public meetings between the proponents and interested citizens, staff and the planning commission. The affect of adopting zoning for the area as part of the annexation also implements the City of Gig Harbor 1994 Comprehensive Plan.

RECOMMENDATION

This is the first of two required public hearings on the preannexation zoning for the area. The second public hearing is scheduled for January 22 as the law requires that these hearings be held not less than 30 days apart. At the second public hearing, staff will present its report to the Council which addresses the criteria for consideration of annexation areas, the annexation agreement and a fiscal impact analysis of the annexation.

**CITY OF GIG HARBOR PLANNING COMMISSION
RESOLUTION No. 3 of 1995
GIG HARBOR NORTH ANNEXATION
PREANNEXATION ZONING PLAN**

The City of Gig Harbor Planning Commission finds as follows:

WHEREAS, the petition for annexation for the area defined as the Gig Harbor North Annexation (ANX91-04) was filed with the City of Gig Harbor in November of 1992 and was certified by the City Clerk in May of 1993; and,

WHEREAS, several worksessions have been conducted with the City Planning Commission on a preannexation zoning plan for approximately 795 acres, of which 465 acres is under the ownership of the principle landowners within the area; and,

WHEREAS, the Planning Commission considered the draft regulations submitted by the petitioners and, after several worksessions with a Planning Commission subcommittee, developed the proposed regulations and zoning district map; and,

WHEREAS, the proposed zoning district regulations for that area designated as PCD in the comprehensive plan are intended to provide a wide range of land uses which essentially comprise a "community"; and,

WHEREAS, the proposed location of the various PCD zoning districts (commercial, business, residential) takes into consideration proposed transportation, sewer and water facilities and a preliminary trails plan for the annexation area; and,

WHEREAS, the mixed use overlay along the Burnham Drive corridor is intended to encourage and promote a variety of uses in a manner that does not impact nor negatively affect other nearby or adjacent uses; and,

WHEREAS, the Planning Commission will consider amending the Comprehensive Plan in 1996 to eliminate the ten acre minimum for the Mixed Used development option as the standards within the Mixed Use Development Overlay are sufficient to manage mixed use development within the area; and,

WHEREAS, the Pierce County Comprehensive Plan was substantially updated in November 1994. The annexation area is designated as Employment Based Planned Community Overlay, Medium Single Family and Activity Center. All of the Gig Harbor North principles' properties and two other ownerships are included in the Planned Community Overlay; and,

WHEREAS, the proposed land use plan is based upon the preferred alternative which

was described in the 1992 DEIS and 1993 FEIS for the Gig Harbor North Annexation; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan of November 1994 established a land use map designation of Planned Community, Mixed-Use Overlay and Residential, along with pertinent goals and objectives, to guide the development of the annexation area over the next 20 years; and,

WHEREAS, The City has been negotiating with the Gig Harbor North principals in developing an annexation agreement to address needed public facility improvements for the annexation area. This agreement is subject to approval by the City Council; and,

WHEREAS, under the authority of Chapter 35A.63.330 RCW, the City of Gig Harbor may prepare a proposed zoning regulation to become effective upon the annexation of any area; and,

WHEREAS, the proposed zoning districts and zoning district map are consistent with the City of Gig Harbor Comprehensive Land Use Plan.

WHEREAS, Washington annexation laws for code cities (RCW 35A.14.330) provide that zoning regulations which accompany annexations may provide a subsequent time interval during which said zoning regulations must remain in effect and unmodified; and,

WHEREAS, Washington's Development Agreement Statute (Chapter 347, Wash. Laws 1995) likewise provides for a build-out or vesting period for applicable zoning standards; and,

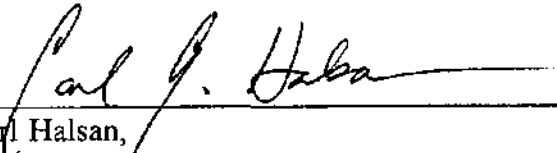
WHEREAS, it is reasonable to establish a period whereby initial annexation related zoning regulations remain unchanged commensurate with expected infrastructure commitments, project build-out time frames, and other time sensitive elements of an annexation agreement. In the case of the Planned Community development component of the Gig Harbor North Annexation, between ten (10) and five (5) years is reasonable and appropriate, provided the applicant has shown substantial progress toward development of the project.

NOW THEREFORE, BE IT RESOLVED that the City of Gig Harbor Planning Commission recommends to the Gig Harbor City Council:

1. Adopt the proposed zoning district regulations for Gig Harbor North Annexation area, attached as Exhibit "A".
2. Adopt the proposed zoning district map for the Gig Harbor North Annexation

area, which is attached as Exhibit "B".

3. Adopt a ^{fifteen (15)}~~ten (10)~~ year period for which those zoning districts in the Planned Community Development designation shall remain unchanged and which should be so stated in Section H of the annexation agreement.



Carl Halsan,
Chairman, City of Gig Harbor Planning Commission

Dated this 15 day of November, 1995

Chapter 17. . . .
Planned Community Development
Residential Low Density (RLD)

17. . . . Intent

Provide for well designed residential developments which are located to minimize adverse effects on the environment or sensitive natural areas.

Provide clustering of dwelling units to protect important natural features and amenities, limit the costs of development and public service costs and to maintain, enhance and complement the natural beauty of the Gig Harbor community.

Allow unique and innovative residential development concepts that will provide for unconventional neighborhoods, provide affordable housing for a wide range of income levels, maintain or enhance community linkages and associations with other neighborhoods, and to allow village and traditional neighborhood forms.

17. . . . Permitted Uses

1. Single family detached and attached dwellings
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Accessory apartments subject to the criteria established in the definition.
2. Parks, Open Space and Community Recreational Facilities.
3. Family day care facilities within a residence serving up to twelve children.
4. Group Homes and Adult Family Homes
5. K-12 Educational facilities.
6. Houses of religious worship and related uses on parcels not greater than five acres.
7. Home Businesses, consistent with the Zoning Code.
8. Public facilities

17. . . . Conditional Uses

1. Commercial Family Day Care facilities.

17. . . . Performance Standards

A. Density

Maximum base density is 4 dwelling units per gross acre. Additional density may be allowed using either of the following options:

1. Bonus Density Option

A bonus density of up to of up to 30% over the base may be permitted, based upon the following allocations:

- a. 30% of the development site is common open space,

which must be contiguous or larger than 1 acre in area (+5%).

b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).

c. A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:

- 1) Clearly defined athletic fields and/or activity courts.
- 2) Recreation Center or Community Facility.

d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

2. Density Credit Transfers

A transfer of density credits may be applied from one residential district within the PCD district to the RLD District up to a maximum of 7 dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of 7 dwelling units per acre.

B. General

1. Maximum density is 4 dwelling units per structure in attached single family dwellings.

2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.

3. Easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

4. Minimum Yards (from the property line)

Front	15 feet
Side	5 feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.

Rear 15 feet

5. Minimum lot area

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

6. Minimum Lot Width

Minimum lot width is 0.7% of the lot area, in lineal feet.

7. Maximum Height

The maximum height is 35 feet.

8. Maximum Lot Area Coverage

45%, excluding residential driveways, private walkways and similar impervious surfaces.

9. Landscaping

Landscaping shall comply with the requirements of Section 17.78.

10. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

11. Circulation/Roads/Streets

Residential development which provide pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks curbs and gutters within the residential development, in whole or in part, upon approval of the Public Works Director.

12. Signage

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

17._____
**Planned Community Development
Residential Medium Density (RMD)**

17.____ Intent

Provide for greater population densities to facilitate high quality affordable housing, a greater range of lifestyles and income levels. Provide for the efficient delivery of public services and to increase residents accessibility to employment, transportation and shopping. Serve as a buffer and transition area between more intensively developed areas and lower density residential areas.

17.____ Permitted Uses

1. Single family detached and attached dwellings.
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Multifamily attached units.
4. Parks, Open Space and Community Recreational Facilities.
5. Family day care facilities within a residence serving 12 or fewer children.
6. Group Homes, consistent with state law.
7. K-12 Educational facilities
8. Houses of religious worship and related uses on parcels not greater than five acres.
9. Home Businesses, consistent with the Zoning Code.
10. Public facilities
11. Accessory apartments subject to the criteria established in the definition.

17.____ Conditional Uses

1. Commercial Family Day Care facilities.

17.____ Performance Standards

A. Density

The minimum base density is 8 dwelling units per acre. Additional density may be allowed using either of the following options:

1. Bonus Density Option

A bonus density of up to of up to 30% over the base may be permitted, based upon the following allocations:

a. 30% of the development site is common open space, which must be contiguous or greater than larger than 1 acre in area (+5%).

b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use

map (+10%).

c. A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:

- 1) Clearly defined athletic fields and/or activity courts.
- 2) Recreation Center or Community Facility.

d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

2. Density Credit Transfers

A transfer of density credits may be applied from one residential district within the PCD to the Residential Medium District up to a maximum of 16 dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of 16 dwelling units per acre.

B. General

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

2. Minimum Yards (from the property line)

Front	10 feet
Side	30 feet.
Rear	30 feet.

3. Maximum Height

The maximum height is 45 feet.

4. Maximum Lot Area Coverage

65%, excluding driveways, private walkways and similar impervious surfaces.

5. Landscaping

Landscaping shall comply with the requirements of Section 17.78.

6. Circulation/Roads/Streets

Residential development which provide pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks curbs and gutters within the residential development, in whole or in part, upon approval of the Public Works Director.

7. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

8. Signage

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

17. . . .
**Planned Community Development
Commercial**

17. . . Intent

Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area. Encourages urban development. Encourages attractive natural appearing development and landscaping. Promotes a quality visual environment by establishing standards for the design, size and shape of buildings that create an attractive business climate. Where appropriate, residential uses should be located above commercial uses.

17. . . Permitted Uses

1. Retail and wholesale sales and service
2. Business and professional offices and services, including government offices.
3. Medical complex facilities
4. Nursing and convalescent homes
5. Retirement complexes
6. Hotels and motels
7. Nurseries
8. Commercial recreation
9. Automobile service stations and repair, including car wash facilities
10. Restaurants, including drive-through establishments, cocktail lounges and taverns
11. Banks and financial institutions
12. Public facilities
13. Convention/conference center facilities
14. Performing arts centers
15. Museums and art galleries
16. Churches
17. Public and private schools
18. Trails, open space, community centers
19. Residential located above retail facilities.
20. Mini-storage facilities

17. . . Performance Standards

1. Yard Requirements
The following minimums (in feet) apply:

Contiguous Parcel Situation	Lot Width	Front	Side	Rear	Street Frontage
Commercial/Commercial	75	20	05	20	20
Commercial/Residential	75	20	30	30	20

2. Landscaping
All uses shall conform to the landscaping requirements established in Section 17.78. All required yards shall be landscaped in accordance with the landscaping requirements of Section 17.78.
3. Lot area
There is no minimum lot area for this district.
4. Height
Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height. Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. The building height shall be determined as defined in Section 17.04.160 of the GHMC. The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire code.
5. Lot coverage
There is no maximum lot area coverage except as needed to meet setback, open space and landscaping requirements.
6. Off-Street Parking
Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.
7. Exterior Mechanical Devices
All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.
8. Outdoor Storage of Materials
Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.
9. Outdoor Lighting
Within 100 feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that

direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

10. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

11. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

12. Signage

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

17. . . .
Planned Community Development
Business Park

17. . . . Intent

The Business Park District 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. The Business Park District is intended to be devoid of nuisance factors, 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. . . . Permitted Uses

1. Research and development facilities
2. Light assembly and warehousing
3. Light manufacturing
4. Service and retail uses which support and are ancillary to the primary uses allowed in the Business Park district.
5. Professional offices and corporate headquarters
6. Distribution facilities
7. Vocational, trade and business schools
8. Book and magazine publishing and printing
9. Financial and Investment Institutions
10. Commercial Photography, cinematography and video productions facilities
11. Reprographic, computer, courier services, mail and packaging facilities.
12. Trails, open space, community centers
13. Schools, public and private.
14. Public facilities

17. . . . Performance Standards

All uses in the Business Park zone shall be regulated by the following performance standards:

1. General

Uses which create a risk of hazardous waste spills must provide hazardous waste containment provisions that meet health and environmental regulations to prevent air, ground and surface water contamination.

2. Setbacks

No structure shall be closer than 150 feet to any residential zone or development or closer

than 50 feet to any street or property line. Parking shall not be located any closer than 30 feet to a property line.

3. Open Space

A minimum of 20% of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.

4. Landscaping

All uses shall conform to the landscaping requirements established in Section 17.78. All required yards shall be landscaped in accordance with the landscaping requirements of Section 17.78.

5. Lot area

There is no minimum lot area for this district.

6. Height

Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height. Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. The building height shall be calculated as defined in Section 17.04.160 of the GHMC. The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire code.

7. Lot coverage

There is no maximum lot area coverage except as needed to meet setback, open space and landscaping requirements.

8. Off-Street Parking

Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.

9. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

10. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

11. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting

or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

12. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

13. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

14. Signage

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

17. . . .
**Planned Community Development
Neighborhood Business**

17. . . . Intent

The intent of the Neighborhood Business District (NBD) is to provide for businesses serving the everyday needs of neighboring residents. The NBD is limited in overall site area and availability of uses and is not intended to provide regional retail facilities. The NBD implements the goals and policies of the Gig Harbor Comprehensive Plan in providing retail and service uses that are easily accessible to local residents.

17. . . . Permitted Uses

Retail uses primarily service residential areas and having less than 7,500 square feet of floor space per business. Those uses include, but are not limited to:

1. Banks
2. Grocery stores
3. Delicatessens
4. Drug stores
5. Bakeries
6. Gift shops
7. Hardware stores
8. Shoe repair
9. Barber and beauty shops
10. Laundry/dry cleaning
11. Flower shops
12. Restaurants, except drive-in/drive-thru
13. Business/professional offices
14. Public facilities
15. Gasoline dispensing
16. Residential above permitted business use
17. Trails, open space, community centers
18. Public facilities

Performance Standards

1. **General**

All uses in the Neighborhood Business zone are subject to the following conditions:

- All business, service, or repair must be conducted within an enclosed building except for outside restaurant sitting, flower and plant display and fruit/vegetable

stands appurtenant to a grocery store.

- Any goods produced in the neighborhood business zone shall be sold on the premises where produced.
- Processes, equipment and goods shall not emit odor, dust, smoke, cinders, gas, noise, vibrations, or waste which would be unreasonably affect adjacent residential area.

The Neighborhood Business Districts shall not be greater than 3 acres in total land area nor may an NBD be located within one mile of any other NBD.

2. Hours of Operation

The following hours of operation apply:

Facility	Hours of Operation
Gasoline Dispensing with Convenience Store	6:00am - 10:00pm
Grocery Stores	6:00am - 10:00pm
Delicatessens	6:00am - 10:00pm

3. Yard Requirements

Minimum yard requirements are as follows:

<u>Contiguous Parcel Situation</u>	<u>Minimum Lot Width</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Street Frontage</u>
Commercial/Commercial	75	10	0	20	20
Commercial/Residential	75	20	30	30	20

The side yard must be at least 20 feet plus 10 feet for each story above two.

Except when adjacent to a residential use or zone, the side yard must be at least 30 feet plus 10 feet for each story above two.

4. Height

Maximum height is 35 feet for all structures.

5. Lot area

No minimum lot size is specified except as required to accommodate landscaping and open space requirements.

6. Lot coverage

A maximum lot coverage is not specified except as needed to meet setback and open space requirements.

7. Off-Street Parking

Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.

8. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

9. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

10. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

11. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

12. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

13. Signage

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

17. . . .
**Planned Community Development
Transfer of Density Credits Option**

17. . . . Intent

The intent of the density credit transfer option is to permit greater flexibility in the allocation of residential density within a Planned Community Development designation without exceeding the maximum density buildout as planned for. The density transfer credit option may provide for higher densities in areas posing the fewest environmental constraints and which also have available access to public transportation. To this end, desired goals of the density credit transfer option are to:

1. Protect areas identified as having environmentally sensitive areas or features by minimizing or avoiding impacts associated with residential development.
2. Supply quality affordable housing while providing access opportunities to local employment areas.
3. Promote more efficient provision of public services.
4. Locate higher density residential development in areas which are capable of supporting more intense uses.

17. . . . Applicability

Density credit transfers are limited to the Planned Community designation and the Mixed Use designation of the City of Gig Harbor Comprehensive Plan (Nov., 1994). Density credit transfers may be applied from one residential district to another residential district. A density credit consists of one residential dwelling unit.

Property which is constrained by critical areas or wetlands as defined under the Gig Harbor Municipal Code shall receive full density credit for those portions of the site which are undevelopable.

Density credits may be transferred in whole or in fractions. Development rights associated with a density credit are considered real property and are subject to any legal requirements as applicable to other real property.

17. . . . Procedure

An owner of real property within the Planned Community District residential low or residential

medium may apply for a density credit transfer either as a donor or receiver of the density credit. A donor relinquishes density from property under the donor's ownership to the receiver's property. The receiver of density credits may apply the increased density to land under the receiver's ownership, consistent with the City of Gig Harbor Comprehensive Plan and the City Zoning Code. The following process applies to the transfer and receipt of density credits:

The applicant must submit documentation to the City which provides the following:

1. The location, site area and specific development right(s) permitted under the Comprehensive Plan and Zoning Code which the property owner proposes to transfer, the base density, inclusive of previously transferred density, and the resultant change in density on the donor's property.
2. The location and site area of the land to which the density credit is transferred to, including the projected density credit resulting from the transfer, the base density and the resultant change in density on the receiver's property.

Upon receipt of the completed application for density credit transfer, the Planning-Building Department shall review the density credit transfer proposal to assure that it is consistent with the Planned Community Development district designation to which it applies and the general density as stated.

Upon approval of the Planning Department, the applicant/property owner shall file with the Pierce County Auditor a legally sufficient document which effectively accomplishes the following:

1. A covenant on the lands affected by the density credit transfer which contains deed restrictions reflecting the transfer and its resultant conditions to private ownership and future development of the land.
2. A deed for the development rights so affected shall be assigned an Assessor's tax parcel number, including a legal description of the real property from which density credits are to be donated from and a legal description of the real property to which such density credits are to be transferred to.

A copy of the executed legal instrument, bearing the Pierce County Auditor's file number, shall be provided to the Planning Department prior to the issuance of any development permit for the affected properties.

17. __. __
Mixed Use District Overlay
(Applies to the Burnham Drive Corridor)

17. __. __ Intent

The intent of the mixed use zone is to provide flexibility in promoting the development of an integrated multi-use district which permits a variety of residential types and compatible businesses in close proximity to each other.

Development standards and design guidelines assure site development that is sensitive to critical lands and will provide the flexibility necessary to accommodate changing land use patterns and conditions.

Projects should be designed to assure that early development does not foreclose options for later projects and that new and different uses can be added without jeopardizing uses already established or planned for.

17. __. __ Permitted Uses

1. Residential dwellings, attached/detached.
2. Retirement communities/complexes.
3. Professional Business Offices and Services
4. Retail Sales and Service
5. Group Homes, consistent with state law.
6. Commercial Recreation
7. Hotels and Motels, including restaurants and conference facilities.
8. Light Manufacturing and Assembly
9. Automobile and boat repair where the repairs are conducted within enclosed buildings or in a location that is not visible for public right-of-way and adjacent properties.
10. Public facilities.
11. Churches and related uses on parcels less than ten acres.

17. __. __ Conditional Uses

1. Churches and related uses on parcels greater than ten acres.

17. __. __ Site Development and Performance Standards

A. Minimum Development Parcel Size

To promote efficient and compatible groupings of uses within a Mixed Use District, the following minimum development parcel sizes shall apply:

1. No parcel less than 10 acres shall be developed with residential uses, except where the parcel is contiguous to a developed or planned residential area.
2. No parcel less than 10 acres shall be developed with commercial or business uses, except where the parcel is contiguous to a developed or planned business or commercial area.
3. Where phased development is proposed for a parcel of 10 acres or greater and where the first phase is less than 10 acres, the remaining portion of the parcel reserved for future development shall be committed to residential or commercial uses.
4. Where residential and non-residential uses are developed on the same parcel or site, the parcel size requirements may be waived where it is found that the intent of the mixed use zone is otherwise met.

B. Density

1. Maximum residential density is 4 dwelling units per acre. Minimum parcel size is not specified. Bonus densities of up to 30% over the base may be permitted, based upon the following allocations:
 - a) 30% of the development site is common open space, which must be contiguous to greater than 1 acre in area (+5%).
 - b) A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).
 - c) A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:
 - a. Clearly defined athletic fields and/or activity courts.
 - b. Recreation Center or Community Facility.

Additional common open space is provided between the development and adjacent residential zones, uses or developments

(+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

C. General

1. The Maximum residential density is 4 dwelling units per structure in townhouse or zero lot-line developments.
2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.
3. Townhouse units adjacent to a single family residence within the same development shall have a front yard equal to or exceeding the single family dwelling and a minimum side yard of 25 feet if adjacent to a single family lot.
4. Easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

D. Separation of Uses/Transition Buffers

To assure that different land uses are adequately separated, the following transition buffers and setbacks shall be used:

1. Buffers Separating New Businesses from Existing Residential Uses

Where adjacent property is developed or planned for residential use, a business or commercial use must meet the following standards:

- i. A minimum 35 feet setback from any property shared with a residential site.
- ii. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.
- iii. No parking shall occur within a required buffer.

2. Buffers Separating New Residential Use from Existing Commercial Uses

Where adjacent property is developed or planned for commercial use, a residential use must meet the following standards:

- i. A minimum 35 feet setback from any property shared with a commercial site.

- ii. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.

3. Buffers Separating Multi-family Dwellings from Existing Single Family Dwellings

Where adjacent property is developed or planned for single-family residential use, a multifamily residential development must meet the following standards:

- i. A minimum setback of 25 feet from all street right-of-ways common to both uses.
- ii. A minimum setback of at least 25 feet from any property line shared with a single family use
- iii. Landscaping within required buffer areas equal to minimum width of the buffer.

Parking areas shall not occupy the required buffer area.

4. Buffers Separating Single Family Dwellings from Existing Multi-Family Dwellings

Where adjacent property is developed or planned for single-family residential use, a multifamily residential development must meet the following standards:

- i. A minimum setback of 25 feet from all street right-of-ways common to both uses.
- ii. A minimum setback of at least 25 feet from any property line shared with a single family use
- iii. Landscaping within required buffer areas equal to minimum width of the buffer.

F) Commitment of Lands to Specified Uses

The owner of any property desiring to develop a mixed use development within the Mixed Use Overlay shall file with the City of Gig Harbor a Pre-Commitment Statement confirming that certain lands are planned for a particular land use category. The Pre-Commitment Statement shall also be filed with the Pierce County Auditor as a covenant to the land affected and a copy of the Statement with the Auditors file number affixed shall be filed with the city prior to any authorization of any use on the property. Such statements shall be valid for a period not to exceed three years from the date of filing with the City unless:

- 1. A valid preliminary plat or site plan application is filed within that period, or;

2. The statement is withdrawn by the property owner, contract purchaser or authorized agent of either.

G) Mixed Use Occupancies

Residential units and retail business or office uses shall be permitted within the same structure, subject to the following standards:

1. The non-residential use must have access by way of a business arterial and shall front directly on an adjacent sidewalk or pedestrian walkway, or on a front or side yard from which vehicles are excluded.
2. Where a business or residential portion of the building is located on different floors, business uses shall occupy the floors below the residential uses.
3. Business and residential portions of a building must be separated by soundproof walls, floors, equipment, utilities or other suitable architectural features or appurtenances.
4. Allocation of uses shall be consistent with the City of Gig Harbor Comprehensive Plan.

H) Performance Standards

1. Minimum Yards (from the property line)

Front 15 feet

Side 5 feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.

Rear 15 feet

2. Maximum Height

The maximum height is 35 feet.

3. Maximum Lot Area Coverage

45%, excluding driveways, private walkways and similar impervious surfaces.

4. Landscaping

Landscaping shall comply with the requirements of Section 17.78.

5. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be

screened from view from all public right-of-way.

6. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

7. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

8. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

9. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

10. Signage

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

REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 27, 1995

PRESENT: Councilmembers Picinich, Owel, Markovich, Platt, Ekberg, and Mayor Wilbert.

PUBLIC COMMENT / DISCUSSION: None.

PUBLIC HEARINGS:

Mayor Wilbert opened the Second Public Hearing on the Proposed Zoning Code Changes at 7:07 p.m. Ray Gilmore gave a brief overview of the additional changes.

Thomas Oldfield - representing Stan Stearns. Mr. Oldfield commented on several issues. He said that the proposed 20 foot setbacks in an area that currently allows 10 foot setbacks, and the 35' height reduction in non-residential property seem to be targeting Arabella's Landing, as it is the only large, undeveloped site in the area. He added that the 3,500 sq. ft. per lot language is not clear and asked that a defined term be used such as 3,500 per *platted lot* or *site* be used instead. He then spoke to the height allowance requirement that two amenities be provided, one water view and one water access opportunity. He said this whole section is unconstitutional and that these amenities are not minor things. He said that section should be left as is, where the owner must provide view and access amenities per site - not per structure. He then asked that the sharing of off-street parking be expanded to allow usage in the Waterfront Millville zone also. In summary, he urged Council to leave the ten foot setback on Harborview Drive in the Waterfront Millville area for commercial, not to impose the 3,500 sq.ft. limit and finally, to leave the height restriction as is.

Paul Cyr - representing Fred & Dorothy Stroh. Mr. Cyr asked for zoning change consideration on the property owned by Mr. & Mrs. Stroh just outside city limits, from RB-2 to Commercial / Business. Ray Gilmore explained that there are no zoning designation changes for outside city limits proposed in the changes to the zoning code. He told Mr. Cyr that in the first part of 1996 the Planning Commission would be considering zoning changes and that these concerns should be brought back at that time. Mr. Cyr then asked that under the RB-2 zone, hotel/motels be added as an allowable use or as a conditional use.

Rick Gagliano - 8607 58th Ave. NW. Mr. Gagliano passed out a proposed text amendment to the height restrictions proposed in the code changes. He emphasized that this language was not an excerpt from the Design Guideline Technical Committee, and that the Committee is in favor of the ability to go above the 16' height limit on a case by case consideration. He added that the height considerations should be more site specific and apply to the downtown business area as well as residential.

Tom Oldfield. Mr. Oldfield said he wanted to make one correction to his comments. He said that he was mistaken about the 10 foot setback being proposed to be changed to 20 feet.

Mayor Wilbert closed the second public hearing portion of this agenda item at 7:39 p.m. She then opened the second public hearing on the Proposed 1996 Budget Ordinance at 7:40 p.m. Tom Enlow, Finance Director, gave a brief introduction and overview of the changes since the last public hearing. No one came forward to speak on the budget, and Mayor Wilbert closed the public hearing portion of the proposed budget ordinance at 7:41 p.m.

CALL TO ORDER: 7:41 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the October 23, 1995 meeting with corrections. Markovich/Platt - unanimously approved.

CORRESPONDENCE:

Wollochet Harbor Sewer District. No presentation was made on this letter thanking the Mayor and City Council for time taken to consider the requested sewer extension.

OLD BUSINESS:

1. Third Reading of Ordinances:

- A. Amendments to Title 17 of the GHMC (Zoning Code).
- B. Amendments to Title 16 of the GHMC (Subdivision Code).
- C. New Title 19 of the GHMC (Land Use Development Permits Administrative Procedures).
- D. New Chapter 17.10 (Hearing Examiner - replaces current Chapter 17.10).
- E. New Chapter 17.15 (Public Institutional Zoning District Standards).
- F. New Chapter 17.45 (Employment Zoning District Standards).
- G. New Chapter 17.65 (Special Use Permits).

Ray Gilmore explained that this was the third reading of ordinances amending the Municipal Code, and that no action would be taken until the next council meeting, when the ordinances would be re-introduced for a first reading. He announced the Council Worksession to be held Monday, December 4th at 6:00 p.m.

2. Insurance Bid Comparison. Mark Hoppen explained that Council had requested him to bring back a more comprehensive comparison of insurance coverage, which was included in the packet. He said that Councilmember Ekberg had been very helpful and could answer any questions regarding the coverage. Councilmember Ekberg said he agreed with staff's recommendation to stay with the PRISM coverage, but in June or July set up a review process of available coverages.

MOTION: Move to continue the PRISM insurance for one year and approve the Reliance proposed premium for '95-'96 of \$47,475, and direct staff to present a comprehensive comparison of alternative insurance possibilities for '96-'97, involving both private and pool insurers.
Ekberg/Markovich - unanimously approved.

3. Second Reading of the 1996 Budget Ordinance. Tom Enlow introduced the second reading and recommended adoption the budget.

MOTION: Move adoption of Ordinance No. 700 adopting the 1996 Budget.
Markovich/Picinich - unanimously approved.

4. Resolution for Approval of Final Plat - Westbrook Glen. Ray Gilmore presented this resolution granting preliminary plat approval for this project and added that all the pending actions had been resolved.

MOTION: Move approval of Resolution No. 457 approving the final plat for Westbrook Glen. Picinich/Markovich - unanimously approved.

NEW BUSINESS: Mayor Wilbert announced that item number two of new business, Utility Management Software License, had been taken off the agenda.

1. SPR 95-03 - Mallards Landing Office Park. Steve Osguthorpe introduced this proposed two-phase project to construct a 25,500 square foot office building in Phase I and a 4,200 square foot office building during Phase II at the northwest corner of the Wollochet Interchange. He explained that a wetland park would be developed with each phase and dedicated to the City per the concomitant zoning agreement subject to the property annexation. He added that the resolution approving the site plan contained the same strict conditions as recommended in the Hearing Examiner's report.

Mayor Wilbert said that the students and teachers in the Peninsula Schools were very interested in this area and had used the property to create a study lab. She recommended that the wetland be kept as natural as possible to facilitate these study groups.

Mayor Wilbert asked if any Councilmembers wished to reveal any ex parte oral or written communications on this matter, or to disclose any potential appearance of fairness issues.

Councilmember Owel said she had received a call from Kae Patterson, Planning Commission member, asking what the building would look like when observed from the pond. Mayor Wilbert added that she had been contacted by Science Teachers from Peninsula School District regarding the study program. Councilmember Ekberg said he also had been contacted by Kae Patterson, asking where the item was on the council agenda, and asking that the school program be considered. Councilmember Platt then added that he too had been contacted by Kae Patterson asking for consideration of buffering of the buildings from the pond.

Carol Morris, Legal Counsel, asked if all parties that had been contacted could remain impartial in their decision making. Each Councilmember and Mayor Wilbert answered that they could remain impartial.

Mayor Wilbert then asked if any member of the audience had any appearance of fairness challenges to any of the Councilmembers or Mayor. There were no challenges from the audience.

Dave Freeman, architect and representative for the applicant, answered questions from the Council and staff regarding the project.

Geoff Moore, agent for the applicant, answered questions regarding the wetlands park area. He explained the proposal to remove the existing alder trees and replace them with other species. He said that alders can pose a maintenance problem. Councilmember Picinich voiced concerns about the number of fir trees being removed for the project and asked for clarification.

MOTION: Move for adoption of Resolution No. 458 approving the site plan subject to the same conditions recommended by the Staff.
Picinich/Platt -

Councilmember Ekberg said he would like to see the final landscape plan presented to the Council for final approval. He made the following amendment to the motion.

AMENDMENT TO THE MOTION: Move to amend the resolution under condition number 7 to read:
"Prior to building permit issuance, a final landscaping plan shall be submitted to and approved by the *City Council* for both the parkland and private areas of development...", and to eliminate the last sentence in that section.
Ekberg/Owel - unanimously approved.

Ray Gilmore suggested an additional finding for Council's consideration to be inserted to include three conditions for meeting the criteria for approval of the site plan. Mayor Wilbert asked if any Councilmember would like to amend the motion.

AMENDMENT TO THE MOTION: Move to amend the motion to include the following language to be inserted before the last WHEREAS to read: "WHEREAS the site plan meets the criteria for the approval of the site plan pursuant to Chapter 17.96.030 as follows: 1) That it is compatible with the City's Comprehensive Plan, 2) that it is compatible with the surrounding building's occupancy and use factors, and 3) that it is consistent with applicable standards of the zoning code, Title 17 of the Gig Harbor Municipal Code."
Owel/Platt - unanimously approved.

Carol Morris said that Condition #20 was unclear and might not be enforceable. Mr. Gilmore explained that the condition, placed by Ben Yazici, was based upon a letter from the Department of Transportation regarding payment by the project for future improvements to the on and off ramps for Highway 16. He added that the DOT had not responded in a timely manner in the request for comments on the project.

AMENDMENT TO THE MOTION: Move we remove Condition No. 20 from the Resolution.
Picinich/Owel - unanimously approved.

Mayor Wilbert re-stated the original motion for consideration.

ORIGINAL MOTION: Move for adoption of Resolution No. 458 approving the site plan subject to the same conditions recommended by the Staff, with amendments.
Picinich/Platt - unanimously approved.

2. Utility Extension Request - Tom Torrens. Mark Hoppen introduced the request by Tom and Nancy Torrens to extend the water line recently approved for the Fire District on Bujacich Road to their property on Sehmel Road. Mark added that the proposed extension is consistent with the City's Comprehensive Water Plan. He suggested two modifications to the City's standard water extension contract, one to add the language "and is within the City's Urban Growth Area" to the second WHEREAS, and to amend Section 12-A to read: "The use of the property will be restricted to uses allowed Pierce County SPR 12-93. He introduced the applicant, Mr. Torrens.

Tom Torrens - 4210 64th St. NW. Mr. Torrens explained that the requested water service was for fire-flow requirements by Pierce County, and that the studio would be served by a private well.

Councilmember Ekberg asked who would be responsible to see that the applicant complies with Section 12B of the contract requiring the development to comply with city regulations and standards. Mark Hoppen explained that the plans had been reviewed by staff and that it substantially complies.

Councilmember Platt asked how this project furthers the City's Comprehensive Water Plan. Mark answered that the Comp Plan calls for the waterline to eventually hook into the line on Burnham drive, completing a looped line.

Councilmember Owel asked the applicant why it had taken him so long to submit a request for the water line extension when the site plan had been approved for quite some time. Mr. Torrens explained that he had been waiting for the result of the Fire District's request for extension. He answered Councilmember Ekberg's questions about signage and explained that the studio wanted to remain "low profile".

MOTION: Move we extend the water system to Mr. Torrens in accordance to his applicant with changes to the second WHEREAS and Section 12A.
Markovich/Ekberg - unanimously approved.

3. Renewal of Chamber of Commerce Lease.

MOTION: Move to table this agenda item until after Executive Session.
Ekberg/Platt - unanimously approved.

4. Special Occasion Liquor License - North American Gymnastics Booster. No action taken.

MAYOR'S REPORT: None.

COUNCIL COMMENTS:

Councilmember Markovich asked about the progress of the City's 50th Anniversary Celebration. Mayor Wilbert gave a brief update and explained that Maureen Della Maggiora, Utilities Clerk, had been working on a tentative schedule of events. Councilmember Markovich asked that all the Gig Harbor Service Clubs be kept informed as events were planned so as to coordinate their own events. Mayor Wilbert added that the actual anniversary date is July 24th.

STAFF REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

Zoning Code Workshop - City Hall, Monday, December 4, 1995 at 6:00 p.m.

APPROVAL OF BILLS:

MOTION: Move approval of warrants #14954 through #15054 in the amount of \$134,255.69.
Platt/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 9:02 p.m. for the purpose of discussing claims and property acquisition and to set a price for city real property for approximately 20 minutes.
Ekberg/Platt - unanimously approved.

Mayor Wilbert came out of Executive Session to announce the Executive Session would take another 20 minutes.

MOTION: Move to return to regular session at 9:40 p.m.
Ekberg/Platt - unanimously approved.

3. Renewal of Chamber of Commerce Lease. Mayor Wilbert invited representatives of the Chamber of Commerce to share their vision for the future of the Chamber.

Rob Orton - 10108 69th Ave. NW. Mr. Orton said he was the Chairman of the Chamber Relocation Committee, which now has become the "they would like to stay where they are" committee. They said the Chamber would like to remain a viable business organization with a good relationship with their local government. He added that they want to remain in the downtown area, but there are not many options. He said that when the City's interest in utilizing the Bogue Building waned, they became interested in securing a long-term residence in that location. He shared that they had an appraisal done and it had been presented to the City and they are still committed to remaining in the building.

Selena Pasin - Past President of the Chamber of Commerce. Ms. Pasin said the Chamber is happy where they are, and would like to be able to stay.

Gordon Wohlfeil - 7921 149th St. NW. Mr. Wohlfeil gave an overview of the Chamber's calendar of usage of the facility by local organizations. He added that the building is serving the community well. He said that approximately 1,000 people come through a month, one-half of the people are looking for a business or someone from the Chamber, 35 - 40% are tourists looking for what to do in Gig Harbor, and the last 10% are looking to relocate to the area and want information.

MOTION: Move we continue the lease with the Chamber of Commerce on a month to month basis, and direct staff to negotiate an agreement for sale of the Bogue Building to the Chamber of Commerce.
Picinich/Owel - unanimously approved.

Carol Morris, legal counsel, gave Council an update on the Darrah enforcement action. She said that the permit was approved by Council in May of 1993, with the condition that stated that the project must be completed within two years of filing of the Shoreline Permit with the Department of Ecology. If the project is not completed by the end of this two year period, the Shoreline Permit shall be considered void and all vessels, structures, uses and expansions not in compliance with this approval, the City Zoning Code, the Uniform Building Code, the Uniform Fire Code, shall be removed or be subject to civil penalties charges. The permit was filed with DOE on May 17, 1994 so under that first condition, any improvements must be completed by May of 1996. She said that the conditions regarding the houseboat no longer pertain as it has been removed.

Councilmember Markovich asked if this property wasn't coming before the Hearing Examiner soon. Mark Hoppen answered it was, for consideration for a gas dock.

Ms. Morris said that nothing could be done about placing a lien against the property until May 17, 1996. At that time, if the owner hasn't applied for the permits and received them, then a violation could be issued and any enforcement action necessary could be pursued. She added that the permit was not recorded against the property, and normally permits do run with the property. She said one way to let a future purchaser of the property know of the terms of the conditions is to record the permit to give them notice that the City intends to begin enforcement action after May 17, 1996 if the conditions of the permit had not been met. Councilmember Markovich said that the permit should be recorded.

ADJOURN:

MOTION: Move to adjourn at 10:00 p.m.
Ekberg/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 406 Side B 000 - end.
Tape 407 Side A 000 - end.
Tape 407 Side B 000 - end.
Tape 408 Side A 000 - end.
Tape 408 Side B 000 - 169.

Mayor

City Administrator



TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

Community Based, Competitive, Integrated, Preventive

Governed by a local Board of Health

Director of Health

FEDERICO CRUZ-URIBE, MD, MPH

November 21, 1995

The Honorable Gretchen Wilbert
Mayor, City of Gig Harbor
Gig Harbor City Hall
P. O. Box 145
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Attached is a fact sheet the Tacoma-Pierce County Health Department has prepared to help in the current discussion regarding governance issues between Pierce County, the cities and the Health Department. The Tacoma-Pierce County Health Department has been very successful at extending beyond the traditional limits of government through regional partnerships, as you can see in the data presented.

I hope you will find this information useful. If you have any questions, please call me at 596-2899.

Sincerely,

Federico Cruz-Uribe, M.D., Ph.D.
Director of Health

FCU:sc

Attachment



TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

Community Based, Competitive, Integrated, Preventive

Governed by a local Board of Health

Director of Health

FEDERICO CRUZ-URIBE, MD, MPH

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT *Governance Fact Sheet*

The Tacoma-Pierce County Health Department is governed by a regional health board, which includes two county council members, two Tacoma City Council members, one representative from small cities and towns and a physician member at-large. This governance structure made news recently when it was presented as a model of efficiency by the Seattle City Council during the on-going debater over the governance of the Seattle-King County Department of Health. The following facts answer some of the questions we have been getting from the media and our key stakeholders in the public health community.

PREVENTION

Public health prevents death and illness. For more than a century public health's traditional, technology-based approaches to prevention have assured communities safe water, prevented epidemics, and made our food safer. Today, further gains in preserving and improving life and health require changes in behavior—preventing children from being addicted to tobacco, alcohol and other drugs, reducing violence, and helping parents make sure their children are ready to thrive in school and life.

NON-PARTISAN

The non-partisan nature of the Tacoma-Pierce County Health Department has enabled deliberations on health policy based on assessing the strengths, resources and health issues of communities; deciding what to do through policy development; and assuring that there is someone to provide services or address health issues.

PARTNERSHIP

No single agency has all the health care resources Pierce County communities need. The Tacoma-Pierce County Health Department works with partners throughout the Pierce County region such as United Way of Pierce County; Safe Streets; Tacoma Pierce County Commission on Children, Youth and Their Families; Tacoma Urban and Greater Pierce County Public Health and Safety Networks; Tacoma Police Gang Assault Team; Tacoma Public Schools; Pierce County Juvenile Court and the Pierce County Prosecutor's Office, among many others. These partnerships ensure that the basics—environmental health and control of communicable disease, as well as newer preventive measures, such as neighborhood Family Support Centers that focus on community involvement in health promotion—are effective and successful.

EFFICIENCY	Reorganization, reprioritization, and reformed management practices allow the Tacoma-Pierce County Health Department to fulfill its traditional prevention roles and to form new alliances to prevent behavioral problems without making new demands on local resources.
COLLABORATION	The Public Health Improvement Act clearly states that while the county legislative authority will establish a local board of health, the membership is open to health officials and elected officials from cities and towns and non-elected members of the community.
CONTINUITY	Public health nurses have always worked with families to reduce the main causes of injury, illness and death. Today, that means they work with families and communities to prevent addictions, violence and other behavioral threats to health. And, they support the efforts of medical, social service and criminal justice agencies that treat those problems after they occur.
REGIONAL	The purpose of the new state law is to provide appropriate, prevention-focused, local public health across a region without funding disputes between cities and county government for basic health services. The Tacoma-Pierce County Health Department and its Board of Health already meet that goal. The only need for change is to fine-tune the membership of the Board of Health to reflect the new incorporation of Lakewood, University Place, and Edgewood and the corresponding losses of population in the unincorporated part of the county. The present arrangement provides regional, prevention-based services.
COMMUNITY	The changes in state law would give the City of Tacoma the option of not contributing to the Health Department financially. If they choose to withdraw funding, health policy goals would need to be set aside or met through other resources such as establishing a city health services department or subcontracting with other state departments like the Department of Social and Health Services or Department of Health. Programs and services would be duplicated unnecessarily and the cooperation between community and government would be lost as different jurisdictions vie for the same constituents.
RECOGNITION	Whether in the development of new, effective strategies to prevent AIDS, new approaches to help families avoid problems, or more effective organizational structures to deliver the core functions of public health, the Tacoma-Pierce County Health Department is widely recognized as charting new, successful courses.



**Washington State
Department of Transportation**

Sid Morrison
Secretary of Transportation

Transportation Building
P.O. Box 47300
Olympia, WA 98504-7300

November 28, 1995

RECEIVED

DEC 4 1995

CITY OF GIG HARBOR

Dear Interested Party,

*In the
Gold
Basket*

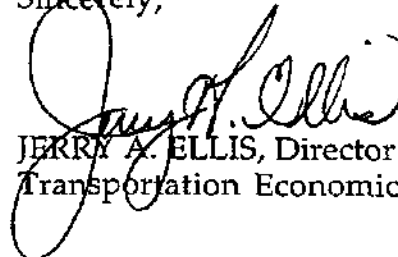
Enclosed for your review is a proposed Washington Administrative Code rule, 468-105-010 WAC, pertaining to Public Advisory Elections for Selected State Transportation Facilities under the Public Private Initiatives in Transportation Program (RCW 47.46). The proposed rule was developed in consultation with the Attorney General's Office and the Secretary of State's Office. We also received many useful comments from letters and from participants at six public workshops held in October and November.

Four public hearings will be held in January 1996 to obtain public comment on the proposed rule. Also enclosed is a list of the dates, times and locations of these hearings. In addition, people may submit comments in writing by January 17, 1996 to:

Mr. Bill Richeson
WSDOT Records Services
PO Box 47410
Olympia, Wa 98504-7410
FAX: (360) 705-6808

Thank you for your continued interest in this effort.

Sincerely,



JERRY A. ELLIS, Director
Transportation Economic Partnerships

JAE:lb

Enclosure
cc: Bill Richeson

**Confirmed Hearings on WAC 468-105
Public Advisory Elections for Selected State Transportation Facilities**

MONROE

Monday, January 8, 1996
6:00pm to 8:00pm
Eagles Hall
Downstairs Hall
114 Lewis Street
Monroe, WA 98272

SEATTLE

Wednesday, January 10, 1996
6:00pm to 8:00pm
Port of Seattle
Commission Chambers
2711 Alaskan Way, Pier 69
Seattle, WA 98111

TACOMA

Thursday, January 11, 1996
6:00pm to 8:00pm
Pierce County Council Chambers
930 Tacoma Avenue S.
Room 1046
Tacoma, WA 98402

KENT

Monday, January 22, 1996
1:00pm to 3:00pm
WSDOT Maintenance Facility
26620 West Valley Highway
Kent, WA 98031

You can learn more about this program on the Internet at WSDOT's site on the World Wide Web at: <http://www.wsdot.wa.gov/> E-mail your comments directly to us at: tepd@wsdot.wa.gov

or mail to:

Bill Richeson
WSDOT Records Services
PO Box 47410
Olympia, WA 98504-7410

Prison Pet



Partnership Program

RECEIVED

DEC 4 1995

CITY OF GIG HARBOR

9601 Bujacich Rd. • P.O. Box 17 • Gig Harbor • WA 98335-0017 • 206 / 858-4240

December 1, 1995

The Honorable Gretchen Wilbert
Mayor of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

Dear Mayor Wilbert:

The Prison Pet Partnership Program is a local non-profit organization that trains and provides Service Dogs to handicapped individuals in the Northwest. This program has been located at the Washington State Corrections Center for Women for the past twelve years.

As President of the Prison Pet Partnership Program, I am making a concerted effort to acquaint community leaders such as you with our Program.

A second, though no less important, goal of the program is training inmates at the facility in dog training and grooming skills. Through our educational program, inmates can receive certification from national organizations in pet industry-related professions that will help them to gain employment following their departure from prison.

We are aware that new or existing businesses in the Gig Harbor area may approach local officials from time to time to inquire about local charitable organizations. We hope that if you are asked, you will remember the Prison Pet Partnership Program. We enclose a brochure for your information.

We would enjoy having you visit our training facility on the prison campus. Please join other community leaders who have seen our facility by calling Jeanne Hampl or Darlene Mattson, Program Directors, at 858-4240 to arrange for a tour at your convenience.

Again, thank you in advance for your assistance in publicizing our program.

Sincerely,

A handwritten signature in black ink that reads "John R. Adamson". The signature is written in a cursive style.

John Adamson, President
Board of Directors

Certificate of Appreciation

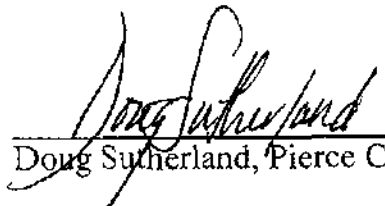
presented to

City of Gig Harbor

In recognition of the efforts of citizens and businesses in your community to work cooperatively on a county-wide basis to achieve the 50% recycling goal in 1995.

Thank you for your active support and the leadership you have demonstrated in making Pierce County the first county in the state to accomplish this goal.

November 11, 1995
Date



Doug Sutherland, Pierce County Executive



Pierce County

Puget Sound Regional Council



November 30, 1995

RECEIVED

DEC 4 1995

CITY OF GIG HARBOR

The Honorable Gretchen Wilbert
City of Gig Harbor
3105 Judston St
Gig Harbor, WA 98335

Dear Mayor Wilbert *Gretchen*

I am pleased to enclose a copy of the final version of the 1995 Update to VISION 2020 and 1995 Metropolitan Transportation Plan (MTP). Also enclosed is an overview of key features of these documents.

VISION 2020 provides a regional framework that builds upon and supports local, countywide, regional and state planning. With the region's population forecast to increase by 1.4 million by 2020, VISION 2020 contains the regional policies to maintain the quality of our communities, sustain the economy, and improve mobility. Specific additions include a new section of economic policies designed to promote economic opportunity and stability, and policies regarding growth in urban areas outside centers, use of rural areas, creating a regionwide system of greenspace, and achieving an efficient, multimodal transportation system. The policies in VISION 2020 constitute the Multicounty Planning Policies for King, Kitsap, Pierce and Snohomish Counties required by the Growth Management Act.

The Metropolitan Transportation Plan (MTP) provides the more specific transportation component of VISION 2020. The MTP represents the first time the region has taken a comprehensive look at long-term transportation needs identified by local jurisdictions, transit agencies, ports and the Washington State Department of Transportation. It defines long-term transportation strategies and investments for the Metropolitan Transportation System of King, Kitsap, Pierce and Snohomish counties. For state planning purposes, the MTP is the region's Regional Transportation Plan. The MTP is used to help identify priority transportation projects and programs for funding under the region's Transportation Improvement Program. The MTP is also being used to review transportation elements in local plans and countywide policies for consistency as required by the Growth Management Act.

The success of these documents is due to 18 months of discussion and hard work by the region's elected officials and staff, as well as representatives of business and labor, environmental and community groups, and many other interests. Last May, the Regional Council's General Assembly adopted the VISION 2020 Update and MTP through a vote of its member cities, counties, ports and agencies.

As part of initial distribution of the VISION 2020 Update and MTP, we are providing copies to Regional Council board and committee members, mayors, planning and public works directors, transit agencies, ports, Indian tribes, and several agencies and organizations. For questions about the MTP, contact Ralph Cipriani at (206) 464-7122 and for questions about VISION 2020, contact Norman Abbott at (206) 464-7134. For additional copies, contact the Regional Council's Information Center at (206) 464-7532.

Sincerely,

Doug Sutherland
Executive Doug Sutherland, President
Puget Sound Regional Council

Enclosures



The Metropolitan Transportation Plan

The 1995 Metropolitan Transportation Plan (MTP) is a long-range plan for future transportation investments in the central Puget Sound region. Building on the transportation provisions established in VISION 2020, the Metropolitan Transportation Plan addresses pressing regional transportation problems in detail. Key features of the four major policy areas in the Metropolitan Transportation Plan and VISION 2020 are listed below.

OPTIMIZING AND MANAGING THE USE OF EXISTING FACILITIES AND SERVICES

- The Metropolitan Transportation Plan continues to place high priority on maintaining and preserving the existing transportation system.
- In addition, the MTP encourages the redevelopment of existing roadways into multimodal corridors, to accommodate freight, transit, bicycle and pedestrian travel along with automobile travel.
- The MTP also advances transportation system management (TSM) strategies, such as traffic signal coordination and transit priority treatments, in order to increase system capacity.

MANAGING TRAVEL DEMAND

- The Metropolitan Transportation Plan continues to emphasize transportation demand management (TDM) as a way to reduce the rate of growth in driving alone.
- In addition, the MTP encourages the use of advanced technologies, such as telecommunications and transit-activated traffic signals, as part of the transportation solution.

COORDINATING TRANSPORTATION AND LAND USE PLANNING TO SUPPORT TRANSIT AND NONMOTORIZED TRAVEL

- The Metropolitan Transportation Plan continues to support locating growth within defined urban areas, creating compact urban communities, as well as focusing growth into centers.
- The MTP also calls for concentrated development along selected urban travel corridors, and near major transit access points. The MTP fosters a mix of land uses, emphasizing concentrated development at density levels to support an urban environment amenable to walking, biking and transit.

EXPANDING CAPACITY TO OFFER GREATER MOBILITY OPTIONS

- The Metropolitan Transportation Plan continues to address improved access to and expanded capacity for all modes of travel, emphasizing alternatives to automobile travel.
- In addition, the MTP promotes improvements that facilitate more convenient and efficient connections between travel modes.
- The MTP also establishes direction for facilitating freight and goods movement, access to ports, and non-motorized travel.

Copies and Additional Information

For copies of VISION 2020, the Metropolitan Transportation Plan, or related documents, please call the Regional Council's Information Center at (206) 464-7532. If you have questions on the VISION 2020 Update, please call Norm Abbott at (206) 464-7134. Questions concerning the Metropolitan Transportation Plan can be directed to Ralph Cipriani at (206) 464-7122.

Puget Sound Regional Council



Key Features of the 1995 Update of VISION 2020 and the Metropolitan Transportation Plan



On May 25, 1995, the General Assembly of the Puget Sound Regional Council adopted an updated version of VISION 2020, including the Metropolitan Transportation Plan (MTP). VISION 2020 serves as the central Puget Sound region's growth management, economic, and transportation strategy. This summary of key features highlights the major policies and provisions of VISION 2020 and the Metropolitan Transportation Plan.

The VISION 2020 Update



The policies incorporated into VISION 2020 satisfy the requirement in the state Growth Management Act to establish "Multicounty Planning Policies," which are to provide a common policy framework for various planning efforts within the central Puget Sound region. Key features of VISION 2020 are highlighted below by policy topic areas.

URBAN GROWTH AREAS

- VISION 2020 calls for focusing development in urban growth areas and centers in a manner that uses land efficiently, is pedestrian-oriented, and helps strengthen a sense of community.
- The 1995 Update provides direction for developing urban areas outside centers. The Update encourages additional housing, shopping and transportation choices within compact communities. The strategy supports redevelopment of selected low-density commercial corridors. In addition, the Update encourages master planning to address land use, design, and development standards, especially where large undeveloped areas are converted to urban uses.

CONTIGUOUS AND ORDERLY DEVELOPMENT

- VISION 2020 encourages developing and maintaining public facilities and services in a manner that is efficient, cost-effective, and conserves resources, as well as provides for a contiguous development pattern.
- The 1995 Update provides new direction for directing and phasing of growth within urban growth areas to (1) support development of urban centers and manufacturing/industrial centers, (2) make use of existing and planned facility capacity, and (3) reinforce cities as the primary locations for growth.

REGIONAL CAPITAL FACILITIES

- VISION 2020 continues to emphasize locating regional facilities to support the regional growth pattern and transportation system, while addressing issues of balance and equity, as well as protecting the natural environment.
- The 1995 Update also calls for developing a process for planning for and siting regional public facilities needed to support regional growth and planning objectives, emphasizing the consideration of alternatives to new facilities.

HOUSING

- VISION 2020 continues to call for a greater variety of housing choices, while ensuring that there is enough affordable housing for different incomes and needs.

ECONOMIC DEVELOPMENT

- VISION 2020 supports retention and expansion of the region's employment base, encouraging diversification of the region's economy.
- The 1995 Update emphasizes the need to sustain and enhance accessibility of centers, promoting the flow of goods and services in and through the region. The Update also encourages public and private sector collaboration in identifying and funding needed services.

OPEN SPACE, RESOURCE PROTECTION AND CRITICAL AREAS

- VISION 2020 continues to call for the protection of critical areas, the conservation of natural resources, and the preservation of regionally significant lands and resources.
- The 1995 Update also emphasizes the use of open space to define and link urban areas and calls for the creation of a regional greenspace network.

RURAL AREAS

- VISION 2020 supports the use of rural lands for farming, forestry and recreation, with low-density housing maintained by rural services.
- The 1995 Update calls for long-term preservation of rural areas through appropriate land uses and densities. The Update provides direction that supports cities and towns in rural areas as locations for services, jobs, and higher-density housing. The strategy emphasizes that service levels in rural areas need to adequately meet the needs of rural residents, without providing new opportunities for increased development.

TRANSPORTATION

(See the following discussion of the Metropolitan Transportation Plan.)



PIERCE COUNTY TASK FORCE ON ALCOHOL / DRIVING

8811 South Tacoma Way / Building # 2 / Tacoma, Washington 98499 / (206) 591-7202

November 23, 1995

Hon. Gretchen Wilbert
Mayor of Gig Harbor
3105 Judson St.
P.O. Box 145
Gig Harbor, WA 98335-2168

Dear Mayor;

This winter holiday season marks Pierce County's 12th annual DUI Emphasis Patrols coordinated by the Law Enforcement Committee of the Tacoma/Pierce County Task Force on Alcohol/Driving. Lieutenant Ellis Morehead of the Washington State Patrol is in charge of planning and implementing this year's efforts.

The Task Force's annual winter holiday DUI Emphasis Patrols involve law enforcement agencies throughout Pierce County working in a coordinated effort to deter drinking and driving in order to prevent senseless deaths and injuries. **The dates of this year's emphasis will be December 20 through January 1, from 6 p.m. to 6 a.m.**

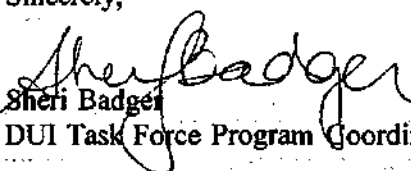
All 21 of Pierce County's law enforcement agencies, and also the military bases and the Washington State Patrol, have been invited to participate in the 1995 winter holiday DUI Emphasis Patrols. Last year, in Pierce County, 35% of all traffic fatalities were alcohol related, down from 52% in 1993. We are progressing in our campaign to reduce the incidence of drinking and driving, but it takes a continuous effort as new drivers begin driving on our roadways, and as old messages begin to fade.

The Tacoma/Pierce County Task Force on Alcohol/Driving would like to ask you to play a part in the awareness campaign by issuing proclamations from your jurisdiction. The added prestige of your support would help impact our citizens on the seriousness of intoxicated driving.

Please find enclosed a sample of the proclamation. If you decide to participate, please send a copy of the signed proclamation to this office.

Thank you for your time and cooperation, and we wish you a happy and safe holiday season.

Sincerely,


Sheri Badger
DUI Task Force Program Coordinator

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the traffic crashes are the leading cause of death for children, adolescents, and young adults in the United States; and

WHEREAS, alcohol is involved in nearly half of all traffic fatalities; and

WHEREAS, in 1994, alcohol related traffic collisions in Pierce County resulted in 19 fatalities and 1,543 injuries; and

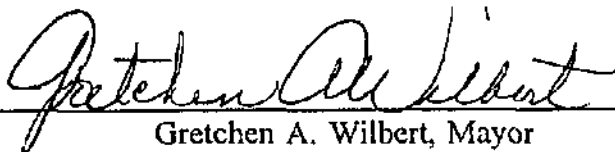
WHEREAS, in 1994, the total societal cost in Pierce County due to drinking and drugged driving is estimated to be as high as \$22 million dollars, which does not include the human suffering which can never be measured; and

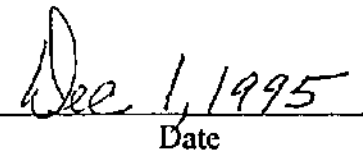
WHEREAS, the Tacoma/Pierce Task Force on Alcohol/Driving, formed by the Pierce County Executive and the City of Tacoma Mayor, is educating the public about the gravity of the problem of drinking and drugged driving and may convince alcohol and drug users to refrain from driving; and

WHEREAS, the winter holiday season is a particularly appropriate time to focus local and national attention on this critical problem as more drivers are on the roads, more social functions are attended, and more traffic collisions occur; and

THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, **DO HEREBY PROCLAIM**, December 20, 1995 through January 1, 1996, from 6 p.m. to 6 a.m.

DRUNK AND DRUGGED DRIVING PREVENTION MONTH


Gretchen A. Wilbert, Mayor


Date



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF
DATE: DECEMBER 11, 1995
SUBJECT: MARCHE CUISINE DELI - CUP 95-09 - APPEAL OF HEARING EXAMINER'S DECISION

INTRODUCTION

A request was submitted by the Marche Cuisine Deli, located at 3409 Harborview Drive, to move part of its existing seating into the vacant portion of the building previously occupied by Bay Realty. This was reviewed as a conditional use and the Hearing Examiner approved the request subject to conditions. A timely appeal of the Examiner's decision was submitted by Mr. Bob Frisbie who has outlined several issues relating to parking which he believes were not adequately addressed by the Hearing Examiner. A copy of Mr. Frisbie's appeal letter is attached.

Mr. Frisbie has raised a couple of issues which were apparently not clear in the staff and Hearing Examiner reports. The following clarification on these issues may be useful to the Council in rendering a decision:

BACKGROUND INFORMATION

The Town Council approved a business license in March 1979 to operate a restaurant/deli on the subject site, but there are no correspondences indicating the size or seating capacity of the restaurant/deli. The only record we have in the files is a letter from the City inspector Dale Jones indicating that approval was contingent upon submittal of a plat plan and a floor plan. A floor plan was submitted and approved in June 1979 which indicated 8 seats. Mr. Jones approved the floor plan with a note that load capacity shall not exceed 10 persons.

An application for a variance and site plan review was submitted in 1988 for a new deck on the site, but Planning Director Pete Friedman indicated on the application that site plan review was not required and that the setbacks for the proposed deck were okay. A building permit for the deck seating 35 persons was approved in May 1988 with no reference to parking requirements. At the public hearing for Marche Cuisine's current proposal, Mr. Frisbie indicated that the City Council approved the deck with reduced parking because of the expected walk-in traffic. However, there is nothing in the planning files to indicate that the project ever went before the City Council. Mr. Frisbie indicated in his appeal letter that neither the staff nor the applicant provided any explanation for the quantity of grandfathered parking relating to the site. However, the staff stated at the public hearing that the deck was approved by the City and that there was no reason to believe that it did not conform to required parking standards. A subsequent review of previous parking standards verified

this. The old zoning code did not have a separate parking requirement for deli's or restaurants in the W-1 zone. Non-residential uses were required to provide "one parking space for each two thousand square feet of floor area or each four employees, which ever is the larger space requirement, and one parking space for each boat moorage stall". Under this standard, the combined area of the deli, the deck and the space occupied by Bay Realty would have required only two parking stalls.

POLICY

The current code requires one parking stall for each 3 seats in a deli/restaurant, and one parking space for each 300 square feet of retail/office floor space. The existing deli would therefore require 15 parking spaces and the retail/office space previously occupied by Bay Realty would require 6 spaces, for a total of 21 parking spaces. The proposed deli, which would occupy the entire building under the current code, would reduce total parking requirements from 21 to 15 spaces.

There are currently 3 *available* on-site parking stalls. It might be said, therefore, that the site has a grandfathered non-conformity of 18 parking spaces and that the non-conformity would be reduced by 6 parking spaces. However, Section 17.68.060 states that, "a use that existed before the effective date of the adoption or an amendment of the applicable regulations and that is permitted as a conditional use in the district in which it is located under the terms of this title shall not be deemed a nonconforming use. Such a use shall be considered to exist as a conditional use. The scope of the conditional use shall be governed by the provisions of this chapter unless modified by the hearing examiner in accordance with Chapter 17.64 GHMC." Additionally, Section 17.68.070 states that if the characteristics of a use such as off-street parking "is not in accordance with the requirements of the zoning code, no change that increase the non-conformity with such requirements shall be made in such characteristics of use. Any change that decreases the nonconformity to the requirements of this title shall be permitted." While this section of the code was not explicitly discussed during the hearing process, it was implicit in the Examiner's decision. He apparently recognized that the existing conditional use plus the grandfathered permitted use would require 21 parking spaces under current codes. He therefore concluded that the reduction in activity by Bay Realty will presumably result in a reduction on overall parking demand for the building. Because of the reduced parking demand, he found that the site is of sufficient size to accommodate the proposed use and parking provided that seating capacity for the deli is not increased. This was one of the prime areas of concern in Mr. Frisbie's appeal.

GHMC Section 17.10.160 outlines the process for appeals which stipulates that appeals shall be considered based upon the record established and made at the hearing held by the hearing examiner. Parties of record may submit written comments in support of their position and, in addition, the council shall allow each side no more than 15 minutes of oral testimony. No new evidence or testimony shall be presented to the council during the oral testimony. The city council shall accept, modify or reject any findings or conclusions, or remand the decisions of the examiner for further hearing; provided, that any decision of the city council shall be based on the record of the hearing conducted by the examiner; however, the council may publicly request additional information of the appellant and the examiner at its discretion.

RECOMMENDATION

The staff's recommendation on the requested conditional use permit is stated in its report to the Examiner dated October 18, 1995. The staff recommended approval of the conditional use permit, subject to conditions similar to the Hearing Examiner's. The staff concurs with the Examiner's decision, believing it reflects a reduction in the parking non-conformity for this site. The staff report, the Hearing Examiner report and a resolution upholding the Examiner's decision is attached for the Council's consideration.

**CITY OF GIG HARBOR
RESOLUTION #____**

WHEREAS, Sherry Williams is the current owner of a delicatessen located at 3409 Harborview Drive which has been in operation as a delicatessen since 1979; and,

WHEREAS, Sherry Williams has requested conditional use approval for the expansion of her delicatessen's floor space and relocation of its existing seating into the vacant tenant space within the building it occupies; and,

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the applications on October 18, 1995 to accept public comment on the conditional use request; and,

WHEREAS, the City of Gig Harbor Hearing Examiner has made specific findings and conclusions and has approved the conditional use permit subject to conditions as stated in his report dated November 1, 1995; and,

WHEREAS, the Hearing Examiner's decision on the conditional use permit has been appealed to the City Council by Mr. Robert G. Frisbie; and

WHEREAS, Section 17.10.160 of the Gig Harbor Municipal Code establishes procedures for hearing appeals of the Hearing Examiner's decision, and

WHEREAS, the City Council, during its regular meeting of December 11, 1995 reviewed plans for the requested conditional use permit and the findings, conclusions and decision of the Hearing Examiner; and also heard the appeal of Mr. Robert G. Frisbie; and,

WHEREAS, the City Council concurs with the findings and conclusions of the hearing examiner as stated in his report dated November 1, 1995; and,

WHEREAS, the City Council has determined that the Hearing Examiner's decision on the conditional use permit is consistent with City codes and policies regulating non-conforming uses; specifically, that the use is consistent with Section 17.68.060 which establishes the validity of the use which existed prior to current requirements for a conditional use permit for a delicatessen; and is consistent with Section 17.68.070 which states that changes which decrease the non-conformity of the use shall be permitted;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

That the findings, conclusions, decisions and recommendations of the hearing Examiner in his report dated November 1, 1995 are hereby adopted and the conditional use permit is approved subject to the conditions stipulated in the Examiner's report which are as follows:

1. The expansion shall be an expansion of space only. No additional seats are permitted.
2. Total indoor and outdoor seating shall not exceed 45 and no more than 16 seats will be allowed indoors at any given time.
3. The hours of operation shall be limited to 7:00 a.m. to 7:00 p.m.
4. The existing pay phone on the property shall be removed.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the Council held on this 11th day of December, 1995.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Passed by City Council: 12/11/95

RECEIVED

November 7, 1995

NOV 08 1995

CITY OF GIG HARBOR

Robert G. Frisbie
9720 Woodworth Avenue
Gig Harbor, Wa 98332
Home Phone: 851-7233
Work Phone: 206-841-6123

Honorable Mayor and City Council Members
City of Gig Harbor
3105 Judson Street
Gig Harbor, Wa 98335

Subject: Appeal to City Council of CUP-95-09 - Marche' Cuisine Expansion

Dear City Councilmembers:

\$100. - RBA.

Enclosed please find my check in the amount of ~~\$120~~ to satisfy the filing fee for an appeal to the subject conditional use permit. My appeal centers on the applicant not meeting all of the requirements of a conditional use permit as required under the GHMC.

The reasons for my appeal are as follows:

1. Neither the staff nor the applicant provided any explanation for the quantity of grandfathered parking relating to the site. The applicant and the staff did agree that the previous deli had approval from the council for 10 indoor seats and 35 outdoor seats. Further the applicant agreed that at some time after the council's approval, the indoor seating was increased to 16 seats without any documented approval.

POINT: The examiner chose to not listen to those residents of Gig Harbor testifying at the hearing that the reason the City Council previously granted 10 indoor and 35 outdoor seats was to recognize those walk in and/or by patrons that would not require parking. The examiner chose to ignore the local residents testimony which noted that parking IS a problem along Harborview. This condition described by local residents means that the second condition relating to the granting of a conditional use permit has not been met and as a result the CUP must be denied. This second condition reads "Granting such a conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements and/or zone in which the property is located".

2. The third condition of a conditional use says "The proposed use is properly located in relation to the other land uses and to transportation and service facilities in the area. Again since the site cannot support the parking requirements of the code, the applicant should not be granted a conditional use permit. The applicant states on page 2 of her application, line 10 and line 11, "There are currently four existing parking spaces on the premises which are supplemented by ample street parking". The applicant is again looking to the neighborhood to supply parking for the deli and again the applicants position is in conflict with the testimony of the neighbors that to do so will be injurious to the surrounding neighborhood. **The result again is that the requirements of granting a conditional use permit have not been met.**

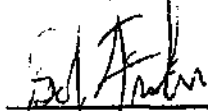
3. The fourth condition of a conditional use permit calls for "The site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading landscaping and other such features". Clearly the site is not of sufficient size because the applicant cannot meet the parking requirement for all the seats and uses.

Parking to support the use is clearly the issue here. The staff report shows that the previous owner took advantage of the City and moved an additional 6 seats into the deli without adding additional parking nor gaining City approval. In addition, the property owner leased out one of the previously available parking spaces in the home's garage to Ellsworth/Thornhill thereby reducing the actual available parking by one space since the City Councils initial approval. This fact offered in the testimony was ignored by the Hearings Examiner.

Also at the hearing the applicant stated that the site supported her catering business. Since this is a new use, it would then require additional parking and the Hearings Examiner again ignored this requirement of the WM zone to add additional parking.

Clearly this conditional use permit application does not meet at least three of the four conditions for granting such a permit and needs to be overturned by the City Council.

Thank you for your kind consideration of this matter.



Bob Frisbie

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CITY OF GIG HARBOR

**CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS, CONCLUSIONS AND DECISION**

APPLICANT: Sherry Williams
CASE NO.: CUP 95-09
LOCATION: 3409 Harborview Drive
APPLICATION: Request for a Conditional Use Permit to allow expansion of an existing bakery/deli.

SUMMARY OF RECOMMENDATIONS:

Staff Recommendation: Approve with conditions

Hearing Examiner Recommendation: Approve with conditions

PUBLIC HEARING:

After reviewing the official file which included the Community Development Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Williams application was opened at 5:04 p.m., October 18, 1995, in the City Hall, Gig Harbor, Washington, and closed at 5:40 pm. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the meeting. A verbatim recording of the hearing is available in the Planning Department.

HEARING COMMENTS:

The following is a summary of the comments offered at the public hearing:

From the City:

Steve Osguthorpe, Associate Planner, reviewed the staff report and recommended approval, with conditions. He noted that a shortage of parking exists in the area and that parking is the primary issue in this case. He said staff would support the expansion of the food preparation area, but not an expansion of seating for patrons.

From the Applicant:

Dan Wilner, representing the applicant, stated that the existing 16 indoor seats will be relocated to another area of the deli and that the total number of seats will not be expanded.

From the Community:

Richard Allen, neighbor, said the north side of Harborview is totally residential and said the deli is not surrounded by primarily business, retail and general merchandise businesses as purported by the applicant in the application. He indicated that parking for non-residential uses in the area is virtually non-existent during business hours at the present time. He felt the expanded deli will result in an increased demand for parking in an area where too little off-street parking exists.

He also questioned the applicants statement that a substantial percentage of bakery/deli customers live or work within walking distance of the deli. He said there is no guarantee that existing and/or future employees and customers will walk to the deli as proposed. He noted that the "musical chairs" of the existing parking arrangement in the City does not work.

He felt that to allow more than 10 indoor seats will reward the applicant for non-compliance since only 10 indoor seats have been approved and the extra 6 indoor seats which now exist were placed there without City approval. He also submitted written comments (Exhibit D).

Bob Frisbie, resident and owner of nearby property, said the issue in this case is parking. He said if parking is available then the expansion is fine, but if no additional parking is provided, then no expansion should be allowed. He noted that available off-street parking has been reduced due to the fact that Dag Hauge's expansion now uses parking spaces which previously provided contract parking for other nearby users. He said there is not enough parking in the area to serve existing needs. He also requested that the existing pay phone be removed as it is not an allowed use in that zone.

Tomi Kent Smith, neighbor, submitted a letter (Exhibit B) and said her biggest concern is parking. She said she saw no problem with using the space formerly used by Bay Realty, if there is no additional patron capacity permitted. Also, she felt the approved hours of operation (7:00 am to 7:00 pm) should be adhered to.

Response from the Applicant:

Dan Wilner, said the applicant just wants more elbow room and she is not trying to increase the total number of seats. He said the proposal has the same number of total seats that existed in 1993 when the applicant bought the deli from the previous owners. He said a number of patrons do walk in due to the location of the deli and he felt the expansion would cause no additional adverse impact on the neighborhood. He noted the space which the deli is expanding into was previously occupied by a real estate office. The applicant indicated a willingness to remove the pay phone.

Response from the City:

Steve Osguthorpe noted that if the former Bay Realty space was leased out separately there would be a demand on parking. He said Bay Realty was a grandfathered use.

WRITTEN COMMENTS:

As noted above, Exhibits B & D were submitted by Tomi Kent Smith and Richard Allen.

In addition, Mrs. Tony Stanich and M. Irene Stanich submitted Exhibit C to which they stated they have no objections to Sherry Williams request for expansion.

FINDINGS, CONCLUSIONS AND DECISION

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS:

1. The information contained in Sections I through VII of the Planning Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
2. The City has granted approval for a capacity of 10 seats indoors and 35 seats outdoors for a total capacity of 45 seats. At some time after approval for 10 indoor seats the previous owner added 6 indoor seats. Those along with the authorized 30 outdoor seats now total 46 seats. The current proposal is to increase the number of indoor seats from the existing 16 seats to 18 seats. Staff has recommended approval of 18 indoor seats as long as the total number of seats does not exceed 45.

3. The proposal is to expand the existing deli/baker into the adjacent space which was previously occupied by Bay Realty. At one time the entire structure was occupied by Bay Realty. The amount of off-street parking available for the deli and for Bay Realty is somewhat unclear. It appears there are 3 spaces available for the deli and the one space previously leased for Bay Realty is no longer available.
4. A pay phone is now located on the property. At the hearing, one resident requested that the phone be removed and the applicant agreed.

B. CONCLUSIONS:

1. The use applied for (deli/bakery) is specified by GHMC section 17.48.030(E) as being conditionally permitted within the Waterfront Millville zone, and is consistent with the description and purpose of the Waterfront Millville zone district provided that the hours of operation are limited to 7:00 a.m. to 7:00 p.m.
2. The granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located, provided that the seating capacity does not increase beyond the 16 indoor and 29 outdoor seats. The basis for authorizing an increase in indoor seating from 10 to 16 is that Bay Realty is an allowed non-conforming use which apparently will continue at a reduced scale (see proposed floor plan). The reduction in activity by Bay Realty will presumably result in a reduction on overall parking demand for the building. Therefore, the Examiner concludes that the authorization of the existing 16 indoor seats is reasonable as long as the outdoor seating is reduced to 29 so that the total number of authorized seats remains at 45. The Examiner concurs with staff that indoor seating will be likely to attract more customers on a regular basis than outdoor seating. Given the overall shortage of parking in the immediate area, the Examiner believes the 18 indoor seats requested by the applicant and recommended by staff is not justified.

The removal of the pay phone from the property should also lessen the demand for parking in the area to a small degree.


3. The proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity and, further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets, provided that the indoor seating capacity remains at 16 and the total seating capacity does not exceed 45.
4. The site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner, provided that the existing seating capacity does not exceed 45.

C. DECISION:

Based upon the foregoing findings of fact and conclusions, the requested Conditional Use Permit to expand the existing deli into the adjacent tenant space is approved subject to the following conditions:

1. The expansion shall be an expansion of space only. No additional seats are permitted.
2. Total indoor and outdoor seating shall not exceed 45 and no more than 16 seats will be allowed indoors at any given time.
3. The hours of operation shall be limited to 7:00 a.m. to 7:00 p.m.
4. The existing pay phone on the property shall be removed.

Dated this 1st day of November, 1995.


Ron McConnell
Hearing Examiner

RECONSIDERATION:

Any aggrieved person feeling that the decision of the Examiner is based on erroneous procedures, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonably available at the prior hearing, may make a written request for reconsideration by the Examiner within ten (10) days of the date the decision is rendered. This request shall set forth the specific errors of new information relied upon by such appellant, and the Examiner may, after review of the record, take further action as he or she deems proper.

COUNCIL ACTION:

Any application requiring action by the City Council shall be taken by the adoption of a resolution or ordinance by the Council. When taking any such final action, the Council shall make and enter Findings of Fact from the record and conclusions therefrom which support its action. The City Council may adopt all or portions of the Examiner's Findings and Conclusions.

In the Case of an ordinance or rezone of property, the ordinance shall not be placed on the council's agenda until all conditions, restrictions, or modifications which may have been stipulated by the Council have been accomplished or provisions for compliance made to the satisfaction of the Council.

The action of the Council, approving, modifying, or reversing a decision of the Examiner, shall be final and conclusive, unless within twenty (20) business days from the date of the Council action an aggrieved party of record applies for a Writ of certiorari to the Superior Court of Washington for Pierce County, for the purpose of review of the action taken.

EXHIBITS:

The following exhibits were offered and entered into the record:

- A. Staff advisory report, with attachments.
- B. Letter from Tomi Kent Smith, dated 10/8/95.
- C. Letter from Mrs. Tony Stanich and M. Irene Stanich, undated.
- D. Comments from Richard Allen, submitted at the hearing.

PARTIES OF RECORD:

Sherry Williams
3409 Harborview Drive
Gig Harbor, WA 98335

Dan Wilner
7282 Stinson, Unit D
Gig Harbor, WA 98335

Mrs. Tony Stanich
M. Irene Stanich
8206 Dorotich
Gig Harbor, WA 98335

Richard Allen
3603 Ross Ave
Gig Harbor, WA 98335

Bob Frisbie
9720 Woodworth
Gig Harbor, WA 98335



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: Hearing Examiner
FROM: Planning Staff
DATE: October 18, 1995

RE: CUP 95-09 - Marche Cuisine Bakery/Deli Expansion - 3409 Harborview Drive

I. GENERAL INFORMATION

APPLICANT: Sherry Williams
3409 Harborview Drive
Gig Harbor, WA 98335

OWNER: (same)

AGENT: (none)

II. PROPERTY DESCRIPTION

1. **Location:** 3409 Harborview Drive, Tax assessor's parcel #597000-008-0
2. **Site Area/Acreage:** 6000 sq.ft.
3. **Natural Site Characteristics:**
 - i. **Soil Type:** n/a
 - ii. **Slope:** gentle slope to the east
 - iii. **Drainage:** easterly
 - iv. **Vegetation:** little or none (parcel is fully developed with buildings and asphalt).

4. **Zoning:**

- i. **Subject parcel:** WM (Waterfront Millville)
- ii. **Adjacent zoning and land use:**
 - North: WM
 - South: WM
 - East: WM
 - West: R-1 (single family)

5. **Utilities/road access:** The parcel is served by City sewer and water and is accessed off of Harborview and Dorotich - both City streets.

III. **APPLICABLE LAND-USE POLICIES/CODES**

I. **Comprehensive Plan:**

Pg. 59

Goal: Increase Local Economic Opportunities

6. Small business development. Encourage local business development opportunities, particularly for small start-up business concerns which may be owned by or employ local residents. Promote the local use of special small business financing and management assistance programs. Help identify facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.

7. Property revitalization. Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

2. **Zoning Ordinance:**

GHMC Section 17.48.010 states that the intent of the Waterfront Millville District is "to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use district with an emphasis on medium-density, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses.

GHMC Section 17.48.030(E) states that delicatessens may be permitted as a conditional use.

GHMC Section 17.48.035 states that delicatessens may operate between the hours of 7:00 a.m. to 7:00 p.m., daily.

GHMC Section 17.72.030(K) states that one parking space is required for every three restaurant seats.

The review criteria for a conditional use, as per Section 17.64.040, are as follows:

- A. That the use for which the conditional use permit is applied for is specified by this title as being conditionally permitted within the zone, and is consistent with the description and purpose of the zone district in which the property is located;
- B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;
- C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity and; further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;
- D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

IV. BACKGROUND INFORMATION:

The existing structure was previously used for Bay Realty and Dunlaps Deli. Bay realty originally occupied the entire structure, but approval for the deli was granted in 1979. The deli, which is located on the south side of the building had an original load capacity of 10 persons. Approval was subsequently granted in 1988 for an outdoor deck. The plans for the deck indicated seating for 35, but it is not clear if parking for outdoor seating was required at that time. A note from a business owner at 3419 Harborview Drive indicates that approval was granted to Bay Realty to use one parking space. However, there is currently no parking surplus at 3419 Harborview Drive (the Dag Hauge marina parcel).

Currently, the deli has inside seating for 16 persons and there are 30 seats on the deck. Total seating is therefore 46 which would require 16 parking spaces under current codes. There are 4 on-site parking stalls, but City files indicate that one of the parking stalls was leased to Stanich Dock to meet part of Stanich Dock's parking requirements. The staff has no record of the terms or longevity of this lease.

V. REQUEST/PROJECT DESCRIPTION:

The current request is to expand the deli into the vacant tenant space previously occupied by Bay Realty. The submitted floor plan of the expanded space shows new seating for 18. The applicant has stated verbally that existing seating inside the building will be removed. The following description of the proposal (shown in *italics*) which addresses the conditional use criteria of GHMC 17.64.040 was submitted by the applicant:

Pursuant to 17.64 of the Gig Harbor Municipal Code, the following statement is offered as written findings of fact showing specifically that the requisite conditions for granting a conditional use permit have been met.

(A) The use for which this permit is requested is consistent with the description and zone district in which this property is located. 3411 Harborview Drive is currently zoned as Waterfront Millville and the attached structure on the adjacent property is currently operated as a bakery/deli by Marche Cuisine. This permit is requested to allow expansion of the existing bakery/deli on the adjacent property to encompass the attached building currently existing on the property for which the permit is sought. This expansion will allow for more seating, work space and open area in the bakery/deli thereby improving its overall appearance. The surrounding property area consists primarily of commercial, retail and general merchandise businesses. The nature of the requested conditional use is consistent with these surrounding businesses because the bakery/deli is similar in size and style to the other businesses located on Harborview Drive. In addition, granting the conditional use will not result in any material alteration to the exterior appearance of the property. The only material changes will be to the interior of the building as illustrated by the attached site plan.

(B) Granting such a conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements and/or zone in which the property is located. As previously noted, the proposed use of this property will not require any material alterations to the external appearance of the existing building. Any alterations made will be to the interior of the building and as such will enhance the overall appearance, safety and working conditions of the existing bakery/deli. This will serve to benefit the surrounding neighborhood and improve the overall appearance of the bakery/deli by providing sufficient square footage for work space, display case and customer seating. The proposed use will not result in a material change to the delivery schedule and/or loading or unloading requirements of the currently operating bakery/deli. Nor will the conditional use result in unusual or increased traffic problems in the area. There are currently four existing parking spaces on the premises which are supplemented by ample street parking. In addition, a substantial percentage of bakery/deli customers live and/or work within walking distance of the deli and therefore the proposed conditional use will not result in an increase in traffic congestion.

(C) The proposed use is properly located in relation to the other land uses and to transportation and service facilities in the area. As previously noted, a substantial percentage of bakery/deli patrons are those who live and/or work within walking distance of the deli. The expansion will not materially increase the traffic flow to or from the bakery/deli, but will instead supply the

additional space needed to enhance the appearance, comfort and efficient operation of the establishment. The water supply and sewage disposal for this property are provided by Gig Harbor City Water. No material changes to the current service or additional service will be required if the conditional use permit is granted. Further, the conditional use can be adequately served by public facilities and street capacities without placing an undue burden on such facilities and streets because it is proposed for a structure already in existence. This it will not require the construction of any additional buildings that might infringe on other land uses.

(D) The site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features. The proposed conditional use will not materially alter the exterior of the building, as such, the surrounding property will remain in its current condition. Minor changes to the interior structure of the building will include removing one wall to open the area for a passage way and removing one door for the same purpose. (See attached site plan).

VI. PUBLIC NOTICE: The property was posted and legal notice was sent to the Peninsula Gateway and to property owners within 300 feet. To date, no public input has been received.

VII. ANALYSIS: The staff's primary concern with this proposal is the parking issue. Code allowances for off-site parking has resulted in "musical chairs" parking agreements which have been difficult to track or monitor. Considering that (a) approved or grandfathered uses of the subject site would require 15 parking spaces under current codes, (b) the subject site has only four on-site parking spaces, (c) the subject site is committed to provide one parking space to Stanich Dock, (d) one off-site parking space was granted to the subject site by a business owner on Dag Hauge's property, (e) Dag Hauge previously allocated part of his parking for the law office of Brocato Hogan, (f) parking for Brocato Hogan law offices no longer exists because of recent development on Dag Hauge's property . . . there is clearly an over-allocation of parking in this area. The staff is therefore not supportive of any expansion of the non-conforming deli. Nonetheless, the staff recognizes that the existing deli is cramped and that additional floor space would benefit the deli without impacting the neighborhood if the previously approved seating capacity is not increased.

Seating was previously approved for 10 indoor seats and 35 outdoor seats. Total seating should therefore not exceed 45. However, the staff believes that it is reasonable to allow relocation of some of the outdoor seats to the indoors to bring the indoor capacity up to the requested 18. This is only two more seats than the applicant currently has indoors (albeit without approval). The staff does not recommend relocation of more than 8 seats to the indoors because indoor seating will likely attract more customers on a regular basis than outdoor seating. Outdoor seating is seasonal and its use during any given day is limited by weather conditions.

Additional Staff and/or agency comments are as follows:

1. Building Official: The building official has raised a number of building and fire code issues will be addressed during the building permit process. One issue which pertains to both the building permit and the conditional use permit is the number of seats proposed. The proposed floor plan implies that the existing 16 seats will be retained in addition to the proposed 18 seats, while the applicant has verbally stated that the existing seats will be removed. The building official has indicated that the occupancy must be established to determine code requirements. A "B-2 Occ." is limited to less than 50 occupants.
2. Public Works: No comments
3. SEPA Responsible Official: The SEPA Responsible Official has determined that this proposal is exempt from SEPA review as per WAC 197-11-800-1(a)iii.

VIII. FINDINGS AND CONCLUSIONS:

Based upon a site inspection and the analysis contained in Part VII of this report, the Staff finds as follows:

- A. That the use for which the conditional use permit is applied for is specified by this title as being conditionally permitted within the zone, and is consistent with the description and purpose of the zone district in which the property is located provided that the hours of operation are limited to 7:00 a.m. to 7:00 p.m.;
- B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located, provided that the existing seating capacity is not increased;
- C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity and; further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets, provided that the existing seating capacity is not increased;
- D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner, provided that the existing seating capacity is not increased.

IX. RECOMMENDATION:

The staff recommends that the requested conditional use permit to expand the existing deli into the adjacent tenant space be approved subject to the condition that the expansion shall be an expansion of space only. No additional seats are permitted. Total indoor and outdoor seating shall not exceed 45 with no more than 18 of such seats being located indoors at any given time.

Project Planner: Steve Osguthorpe, Associate Planner



Date: October 10, 1995

RECEIVED

DEC 06 1995

CITY OF GIG HARBOR

December 5, 1995

Dear Honorable Mayor and City Council Members

We the undersigned have no objection to Sherry Williams owner of Marche Cuisine 3409 Harborview Drive being granted a conditional use permit for additional seating at her business. We all live in the surrounding area of her business and think that she should be allowed to go ahead with her plans. This is the type of business Gig Harbor should encourage, small owner operated places.

This building has housed businesses for many years and served the community well with no problems.

Thank you for your consideration of this matter.

Cileen M. Bujacich,
Jane M Moore,

Jack D Bujacich

James Terry

Bruce Nicholson

Patricia R. Bujacich

Edward A. Hetch

Tom J. Belanich

Dennis Moore

George Bujacich

Minnie Malik

Pauline Stanich

Adelaide Stanich

Terita Markovich

off move

John Belanich

Peter Hetch

Eric Moore



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF
DATE: DECEMBER 11, 1995
SUBJECT: DESIGN GUIDELINES TECHNICAL COMMITTEE - TIME EXTENSION REQUEST

INTRODUCTION/BACKGROUND

The City Council authorized the formation of a design guidelines technical committee (DGTC) which convened in April of 1995. The projected sunset date for the committee was September of 1995. The guidelines were not completed by the September deadline, but the Council determined that substantial progress had been made on the development of a preliminary draft and extended the sunset date to December 1995. The committee has been meeting weekly for the past two months and has nearly completed development of the draft's text. The Committee is requesting an additional 60 days time extension to finalize the draft, incorporate graphics and illustrations into the document, prepare a glossary and a prologue, and polish up its format. This will assure that the document is easy to read and ready for public review.

RECOMMENDATION

The DGTC has been actively engaged in its charge to develop design guidelines, but the process has required a great deal of research, preparation, and careful scrutiny of proposals. The preliminary guidelines draft prepared by the DGTC will show that the time spent by the committee has been productive. The staff recommends that the sunset date for the Design Guidelines Technical Committee be extended to the end of February 1996.

A resolution approving the requested extension is attached for the Council's consideration.

**CITY OF GIG HARBOR
RESOLUTION NO. ____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR AUTHORIZING A TIME EXTENSION FOR THE DESIGN GUIDELINES TECHNICAL COMMITTEE TO COMPLETE DEVELOPMENT OF A DESIGN GUIDELINES MANUAL WHICH IMPLEMENTS THE COMMUNITY DESIGN ELEMENT OF THE REVISED CITY OF GIG HARBOR COMPREHENSIVE PLAN.

WHEREAS, the City of Gig Harbor Planning Commission, in its role as the citizens land-use advisory commission for the City of Gig Harbor, needs to allocate sufficient time to accomplish assigned tasks for 1995, and,

WHEREAS, the Planning Commission's work schedule for 1995 requires that several tasks be accomplished within the first six months of the year; and,

WHEREAS, an efficient and timely method of accomplishing multiple planning tasks is the use of planning commission subcommittees and/or ad-hoc citizens technical/advisory committees; and,

WHEREAS, the development of design guidelines should be undertaken by a group of interested citizens who have varied experience, backgrounds and interest in construction, development and design; and,

WHEREAS, a design guidelines technical committee as authorized was convened in April of 1995 and commenced work on a design guidelines manual for the City; and,

WHEREAS, because substantial progress had been made on the development of a preliminary draft, and because of the complexities of design guideline issues and need for a comprehensive approach to design guidelines for the City and its urban growth area is of such a substantial undertaking that the design guidelines technical committee was granted a time extension to the end of December 1995 to complete its recommendation to the Planning Commission; and,

WHEREAS, substantial progress continues to be made on the design guidelines manual but additional time is needed to incorporate graphics and illustrations into the document, prepare a glossary and a prologue, and finalize the format of the manual;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

The design guidelines technical committee established under City of Gig Harbor Resolution 454 is granted a time extension of up to February 29, 1996 to complete its recommendation to the Planning Commission on a design guidelines manual.



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3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
DATE: NOVEMBER 28, 1995
SUBJECT: GHMC REVISIONS: COMPLETE APPLICATION & BUILDING PERMIT EXEMPTION FROM REVIEW

INTRODUCTION:

The Washington State Legislature in RCW 19.27.095 has listed specific items required for a complete building permit application. The Legislature has also in RCW 19.27.095 given the Gig Harbor City Council authority to exempt building permits from the provisions of RCW 36.70B.60 through RCW 36.70B.90 and RCW 36.70B.110 through RCW 36.70B.130.

POLICY ISSUES:

Attached for your consideration is an ordinance, for adoption of revisions to Title 15 of the Gig Harbor Municipal Code. Included are revisions to Section 106.3.1 of the 1994 edition to the Uniform Building relating to an application for a valid and fully complete building permit application. Also included is a new Section 15.06.015 of the Gig Harbor Municipal Code which would exempt building permits from the provisions of RCW 36.70B.60 through RCW 36.70B.90 and RCW 36.70B.110 through RCW 36.70B.130, including:

- A. RCW 36.70B.60 - Local government planning under the growth management act to establish integrated and consolidated project permit process - Required elements: (1-9)
- B. RCW 36.70B.70 - Project permit applications - Determination of completeness - Notice to applicant. Local government planning under the growth management act to establish integrated and consolidated project permit process - Required elements: (1-4)
- C. RCW 36.70B.80 - Development regulations - Requirements.
- D. RCW 36.70B.90 - Notice of final decision - Time limits - Exceptions. (1-4)
- E. RCW 36.70B.110 - Notice of Application - Required elements - Integration with other review procedures - Administrative appeals. (1-11)
- F. RCW 36.70B.120 - Permit review process. (1-3)
- G. RCW 36.70B.130 - Notice of decision - Distribution.

The City Attorney is reviewing this draft of the adopting ordinance and will be submitting comments for consideration prior to the second reading. Complete copies of the referenced RCW Sections are available in the City Clerk's Office.

RECOMMENDATION:

The Mayor and City Council adopt the amendments to the Title 15 Gig Harbor Municipal Code, after the second reading of the ordinance and inclusion of any required revisions.

**CITY OF GIG HARBOR
ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING SECTION 15.06.050 OF THE GIG HARBOR MUNICIPAL CODE, INCLUDING AMENDMENTS TO SECTION 106.3 OF THE 1994 EDITION TO THE UNIFORM BUILDING CODE, ESTABLISHING A NEW SECTION 15.06.015 EXCLUDING BUILDING AND OTHER PERMITS EXEMPT FROM SEPA REVIEW FROM PROJECT PERMIT PROCESSING IN TITLE 19 AS DESCRIBED IN RCW 36.70B.140 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature has in RCW 36.70B.140 allowed each City to exclude Building Permits from review; and,

WHEREAS, the State also adopted requirements for a fully completed Building Permit Application in RCW 19.27.095; and

WHEREAS, Title 15 of the Gig Harbor Municipal Code must be amended to reflect the adoption of requirements for a fully complete Building Permit Application; and,

WHEREAS, Title 15 of the Gig Harbor Municipal Code must be amended to exclude Building and Other Permits from project permit processing; and

WHEREAS, the Gig Harbor City Council finds that to exclude Building and Other Permits from project permit processing and to adopt requirements for a fully complete Building Permit Application is in the public interest.

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

Section I. Section 15.06.050 of the Gig Harbor Municipal Code is hereby amended.

15.06.050 Amendment to Section 106.3.1, Uniform Building Code. Section 106.3.1 of the Uniform Building Code is amended as follows:

106.3.1 Application.

- A. A valid and fully complete building permit application for a structure that is permitted under the zoning or other land used control ordinances in effect on the date of the application shall be considered under Title 15 of the Gig Harbor

Municipal Code in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the City. Every such application for any project costing more than five thousand (\$5,000.00) dollars shall:

1. Identify and describe the work to be covered by the permit for which application is made;
2. Describe the land on which the proposed work is to be done by legal description, street address, tax parcel number or similar description that will readily identify and definitely locate the proposed building or work;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Be accompanied by plans, diagrams, computations and specifications and other data as required in Section 106.3.2;
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building;
6. Be signed by the applicant, or the applicant's authorized agent;
7. The property owner's name, address and phone number;
8. The prime contractor's business name, address, phone number, current state contractor registration number;
9. Either:
 - a. the name, address and phone number of the office of the lender administering the interim construction financing, if any, or
 - b. the name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than 50% of the total amount of the construction project.

- 10. Any information required to demonstrate compliance with the State Environmental Policy Act, as adopted by the City under Title 18 GHMC.
 - 11. Evidence of an adequate water supply for the intended use of the structure or building, as required by RCW 19.27.097.
- B. The information required on the application by subsections A(1), A(2), A(7), A(8), and A(9) of this section shall be set forth on the building permit document which is issued to the owner, and on the inspection record card which shall be posted at the construction site.
 - C. The information required by subsection A(1), A(2), A(7), A(8), and A(9) of this section and information supplied by the applicant after the permit is issued under subsection (D) of this section shall be kept on record in the office where building permits are issued and made available to any person upon request. If a copy is requested, a reasonable charge may be made.
 - D. If any of the information required by subsection A(9) of this section is not available at the time the application is submitted, the applicant shall so state and the application shall be processed forthwith and the permit issued as if the information had been supplied, and the lack of the information shall not cause the application to be deemed complete for the purposes of vesting. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.

Section 2. A new Section 15.06.015 of the Gig Harbor Municipal Code is hereby adopted.

15.06.015 Building Permits And Other Permits Exempt from SEPA are Excluded from Project Permit Processing in Title 19. Pursuant to RCW 36.70B.140(2), building permits, other construction permits or similar administrative approvals which are categorically exempt from environmental review under the State Environmental Policy Act (chapter 43.21C RCW) and Title 18 Gig Harbor Municipal Code (SEPA), or permits/approvals for which environmental review has been completed in connection with other project permits under Title 19, are excluded from the following procedures:

- A. determination of completeness (19.02.003 (A));
- B. notice of application (19.02.004);
- C. except as provided above, optional consolidated project permit review processing (19.02.002(B));

- D. joint public hearings (19.01.004);
- E. single report stating all the decisions and recommendations made as of the date of the report that do not require an open record hearing (19.02.002(C));
- F. notice of decision (19.05.008); and
- G. completion of project review within applicable time periods (including 120 day permit processing time) (19.05.008, 19.05.009).

Section 3. 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 4. Publication. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after the date of its publication.

APPROVED:

Gretchen A. Wilbert, Mayor

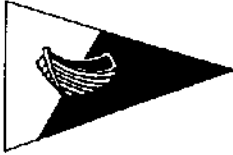
ATTEST/AUTHENTICATED:

Mark E. Hoppen, City Administrator

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW
DATE: December 5, 1995
SUBJECT: UTILITY MANAGEMENT SOFTWARE LICENSE

INTRODUCTION

You recently approved the purchase of Eden Systems' Utility Management software. Attached is the Software License and Use Agreement for that program.

The agreement is similar to the annual support agreement for our other Eden Systems programs and has been reviewed by our legal counsel.

RECOMMENDATION

Staff requests that the Council direct the Mayor to sign the agreement.



Software License and Use Agreement

THIS AGREEMENT, made and entered into by and between Eden Systems, Incorporated (hereinafter "Licensor"), a corporation duly authorized and existing under the laws of the State of Washington and having its principal offices at 5015 Tieton Drive, Suite A, Yakima, Washington 98908, and:

Name:	<u>City of Gig Harbor, California</u>
Address:	<u>3105 Judson</u>
City, State, Zip Code:	<u>Gig Harbor, Washington 98335</u>

(hereinafter "Licensee").

Licensor desires to grant to Licensee and Licensee desires to acquire from Licensor a non-exclusive right and license to use certain computer software as hereinafter defined. Both parties agree they are able to comply with and will satisfy the terms and conditions as set forth in this Agreement. Both parties, intending to be legally bound, agree to the following:

Section 1 DEFINITIONS

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

1.1 "Licensed Program." The computer program designated by Licensor as *InForum*SM, or *Command Series* including object code, as well as related procedural code, and documentation of any type which describes it. The system may also include source code if offered to Licensee by Licensor and Licensee is willing to accept source code under the terms of this Agreement. The system is licensed for use on the following:

Computer Processor/Model:	<u>LAN/Novell</u>
Concurrent Users:	<u>Eight (8)</u>

1.2 "Licensed Documentation." The system user manuals, and other documentation made available by Licensor, for the Licensed Program.

1.3 "Enhancements." Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.

1.4 "Error." Problem caused by incorrect operation of the computer code of the Licensed Program or an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.

1.5 "Error Correction." Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such non-conformity.

1.6 "Maintenance Modifications." Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors.

1.7 "Specifications". The functional performance parameters of the Licensed Program effective on the date of this Agreement, as set forth in on-line documentation imbedded within the Licensed Program.

1.8 "Proprietary Information." Unpublished "know-how," otherwise known as "trade secrets", which shall include (without limitation) computer programs, program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by Licensor or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.

1.9 "Normal Working Hours." The hours between 8AM and 5PM on the days Monday through Friday, excluding regularly scheduled holidays of Licensor.

1.10 "Releases." New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.11 "Support Agreement Term." An initial period of one year or portion thereof, commencing on the first day after acceptance of the Licensed Program, during which certain support and services are provided subject to the terms and conditions set forth in Section 9.0, Software Support. Such term shall automatically renew for successive periods of one year each unless and until terminated in writing by either party according to the provisions of this Agreement.

Section 2 GRANT OF LICENSE

2.1 Scope of License. Subject to compliance by Licensee with the terms hereof, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a personal, non-exclusive, nontransferable license (without the right of sublicense), to:

- a. Install, use, and execute the Licensed Program on computers owned or leased and used by Licensee at its facilities in the United States in support of the internal business activities of Licensee;
- b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program; and
- c. Prepare Maintenance Modifications or Enhancements to the source code of the Licensed Program, provided source code is offered and included in this Agreement, and use such works only as authorized in Sections 2.1(a) and 2.1(b).

2.2 Delivery of Materials. Licensor shall deliver one copy of the Licensed Program and Licensed Documentation to Licensee within a reasonable time following final execution of this Agreement.

2.3 Necessity for third-party Software. Licensee acknowledges that in order to be executed, the Licensed Program requires certain third-party software, as specified by the Licensor, the acquisition of which shall be the sole responsibility of Licensee to obtain and maintain in its most current release. Licensee agrees that prior to use of the Licensed Program in any manner, Licensee will obtain necessary licenses from the vendors of such third-party software.

2.4 Limited Support of Licensed Program. Licensor shall furnish to Licensee such Maintenance Modifications as may be developed by Licensor generally for licensees of the Licensed Program

2.5 Assignment of Rights in Licensee Maintenance and Enhancement Modifications. All right, title, and interest in all Maintenance and Enhancement Modifications developed by Licensee during the term hereof remains with Licensor. Licensee agrees that such modifications shall be used by Licensee, and will not be distributed or otherwise made available to any third party other than Licensor

2.6 Availability of Licensor Enhancements. Licensor agrees to offer to Licensee a license to Enhancements that Licensor develops and offers generally to licensees of the Licensed Program at its announced license fees for such Enhancements.

2.7 Licensee Notification and Delivery of Materials. Licensee shall notify and deliver to Licensor one copy of any Maintenance and Enhancement Modifications developed by Licensee within a reasonable period after development.

Section 3 TITLE TO MATERIALS

3.1 Title to Licensed Program and Licensed Documentation. All right, title, and interest in and to the Licensed Program and Licensed Documentation, including the media on which the same are furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges that no such rights, title, or interest in or to the Licensed Program and the Licensed Documentation is granted under this Agreement, and no such assertion shall be made by Licensee. Licensee is granted only a limited right of use of the Licensed Program and Licensed Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement

3.2 Title to Enhancements and Maintenance Modifications; Restrictions on Use, Disclosure, Access, and Distribution. All right, title, and interest in and to any Enhancements and Maintenance Modifications developed by either Licensor or by Licensee shall be and remain with Licensor. Licensee shall treat all such Enhancements and Maintenance Modifications, whether developed by Licensor or by Licensee, in accordance with the restrictions and limitations set forth herein respecting Licensed Programs and Licensed Documentation.

Section 4 FEES AND PAYMENTS

4.1 License Fee. In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time license fee as further defined in Exhibit A, attached hereto.

4.2 Support Fee. Software Support is subject to the terms and conditions of Section 9.0, *Software Support*, and may be offered, at the Licensor's sole option, on a year by year basis.

4.3 Per Diem. Charges for meals, parking and other incidentals associated with the delivery of the Licensed Program will be limited to the amount allowed to the employees of Licensee while carrying out the duties of the Licensee. It is the responsibility of the Licensee to notify Licensor of that limitation upon execution of this Agreement.

4.4 Other Costs. Other costs, including but not limited to air/train/taxi fare, lodging, car rental, parking, freight costs and reproduction charges incurred by Licensor on account of this Agreement, shall be billed to the Licensee. Licensor shall have the right to charge a 5% administrative fee for all fees and charges specified in this Section.

4.5 Payment. The license fee set forth herein shall be paid by Licensee according to the payment schedule set forth in Exhibit A.

4.6 Taxes. The license fee specified in Exhibit A hereof is exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the computer software licensed hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.

Section 5 PROPRIETARY PROTECTION OF MATERIALS

5.1 Acknowledgment of Proprietary Materials; Limitations on Use. Licensee acknowledges that the Licensed Program and Licensed Documentation are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Licensee shall treat the Licensed Programs and Licensed Documentation in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement.

5.2 Secure Handling. Except for copies of the Licensed Program installed and operated upon its computers as permitted hereunder, Licensee shall require that the Licensed Program and Licensed Documentation be kept on Licensee's premises which shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Licensee shall permit access only as necessary for either party's use thereof in accordance with the terms of this Agreement.

5.3 Proprietary Legends. Licensee shall not permit anyone other than Licensor to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor. Licensee may reproduce the written documentation provided by Licensor, provided that such reproductions are for the private internal use of Licensee, and all such reproductions bear Licensor's copyright notices and other proprietary legends.

5.4 Licensee's Obligations Respecting Access. Licensee shall limit use of and access to the Licensed Program and Licensed Documentation to such personnel of Licensee as are directly involved in the use thereof by Licensee. Licensee shall prevent all Licensee personnel from having access to any such information that is not required in the performance of their duties for Licensee. Licensee shall, as requested by Licensor, provide Licensor with written notice of all personnel of Licensee who have been accorded access to the Licensed Programs and Licensed Documentation in the course of their employment by Licensee.

5.5 Injunctive Relief. Licensee recognizes and acknowledges that any use or disclosure of the Licensed Program or Licensed Documentation by Licensee in a manner inconsistent with the provision of this Agreement may cause Licensor irreparable damage for which remedies other than injunctive relief may be inadequate, and Licensee agrees that in any request to a court of competent jurisdiction by Licensor for injunctive or other equitable relief seeking to restrain such use or disclosure, Licensee will not urge that such remedy is not appropriate under the circumstances.

5.6 Technical Protections. Licensor may from time to time prescribe password protection as an additional security measure for the Licensed Program, and Licensee shall cooperate with Licensor in connection therewith.

5.7 Security Audit. Licensor shall have the right to make visits to the Licensee's computer facilities to review security measures respecting the Licensed Program and Licensed Documentation, at Licensor's cost, and, if deficiencies are identified by Licensor, Licensee shall implement such additional security practices as are reasonably necessary to adequately ensure the security of the Licensed Program and Licensed Documentation.

5.8 Survival of Terms. The provisions of this Section 5 shall survive termination of this Agreement for any reason.

Section 6**LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY**

6.1 Limited Warranty Against Infringement. Licensor warrants that the Licensed Program and Licensed Documentation as delivered to Licensee do not infringe any third-party rights in patent, copyright, or trade secret in the United States.

6.2 Limited Warranty of Conformity. Licensor warrants, for the benefit only of Licensee, that for the life of the Agreement, the Licensed Program will conform in all material respects to the Licensed Documentation (except for modifications made by Licensee or by Licensor at the request of Licensee), but only if Licensee maintains uninterrupted Software Support from the date of execution of this Agreement. Licensor assumes no responsibility for obsolescence of the Licensed Program.

6.3 Exclusive Remedy. As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Program for which Licensor is responsible, Licensor shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, Licensor shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Licensee, (2) failure of Licensee to notify Licensor of the existence and nature of such nonconformity or defect promptly upon its discovery.

6.4 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE LICENSED PROGRAM OR LICENSED DOCUMENTATION OR TO ANY OTHER MATERIALS FURNISHED OR PROVIDED TO LICENSEE HEREUNDER. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID MATERIALS OR THE USE THEREOF.

6.5 Limitation of Liability. Except with respect to liability arising from claims of infringement of third-party rights in the United States in copyright, trade secret, or patent, in no event shall Licensor be liable under any claim, demand, or action arising out of or relating to its performance or lack thereof under this Agreement for any special, indirect, incidental, exemplary, or consequential damages, whether or not Licensor has been advised of the possibility of such claim, demand, or action.

6.6 Licensee Indemnification. Licensee shall and does hereby agree to indemnify, hold harmless, and save Licensor from liability against any claim, demand, loss, or action (1) resulting from Licensee's use or modification of the Licensed Program and Licensed Documentation and (2) alleging that any Maintenance Modifications made by Licensee infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The foregoing indemnification is predicated upon Licensor (1) fully cooperating with Licensee in the defense or settlement of such actions and (2) giving Licensee prompt written notice of any claim, demand, or action for which indemnification is sought.

6.7 Licensor Indemnification. Licensor shall and does hereby agree to indemnify, hold harmless, and save Licensee from liability against any claim, demand, loss, or action alleging that the Licensed Program and Licensed Documentation or any Maintenance Modifications or Enhancements made by Licensor infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The foregoing indemnification is predicated upon Licensee (1) fully cooperating with Licensor in the defense or settlement of such actions and (2) giving Licensor prompt written notice of any claim, demand, or action for which indemnification is sought.

Section 7**TERM AND TERMINATION**

7.1 Term. This Agreement shall commence on the date and year first above written and shall continue until terminated in accordance with the terms thereof.

7.2 Termination by Either Party. Either party may terminate this Agreement upon 60 days written notice to the other party if the other party commits a breach of any term hereof and fails to cure said breach within that 60-day period. Such notice shall set forth the basis of the termination.

7.3 Actions Upon Termination. Upon termination of this Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licensor, the Licensed Program and Licensed Documentation, and any copies or portions thereof, including Maintenance Modifications or Enhancements.

Section 8 MISCELLANEOUS

8.1 Entire Agreement. The provisions herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of any provision of this Agreement will be effective unless set forth in a document that purports to amend this Agreement and that is executed by both parties hereto.

8.2 No Assignment. Licensee shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of Licensor. Any act in derogation of the foregoing shall be null and void; provided, however, that any such assignment shall not relieve Licensee of its obligations under this Agreement.

8.3 Force Majeure. Excepting provisions of this Agreement relating to payment of license fees and protection of Licensor's Proprietary Information, neither party shall be in default of the terms hereof if such action is due to a natural calamity, or similar causes beyond the control of such party.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with laws of the state in which an action, including arbitration, is brought. Venue will be deemed appropriate in either the counties of Yakima, Washington or the county seat of the Licensee.

8.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

8.6 Notice. Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to the other party.

Section 9 SOFTWARE SUPPORT

9.1 Scope of Service. Licensor shall render support and services between the hours of 8AM and 5PM, PST(Pacific Standard Time) or PDT(Pacific Daylight Time), whichever is in effect, for the following:

- a. **Telephone support** - Calls related to operation of the Licensed Program, reporting of a potential error condition or abnormal termination of a program, or request for minor assistance related to the Licensed Program;
- b. **Support Enhancements** - Selected Enhancements, the nature and type of which shall be determined solely by the Licensor. Such provision shall not preclude Licensor from providing other Enhancements of the Licensed Program for license fees, training charges, and other related service fees and charges as specified elsewhere in this Agreement.
- c. **VCS (Version Control System) Maintenance** - Libraryng of Licensed Program for Licensee complete with modifications authorized by Licensee, performed by Licensor, and delivered to Licensee site for use.

9.2 Fees and Charges. Licensee shall pay Licensor annual support charges based on 15% of the amounts listed in the Support Basis column of Exhibit "A". Licensor reserves the right to change its support rate at the beginning of each Support Agreement Term, provided that no such change shall be an increase of greater than 10% of the support rate for the prior year and that no such increase will be effective until at least 90 days after Licensor has given Licensee written notice of such change.

Annual support charges are due and payable on or before the 1st of January of each Support Agreement Term. Failure to make such payment shall constitute cancellation and termination of support by Licensee and no further service or support will be provided by Licensor.

Charges for meals, parking and other incidentals will be limited to the amount allowed to the employees of Licensee while carrying out the duties of the Licensee.

Other costs, including but not limited to air/train/taxi fare, lodging, car rental, parking, freight costs and reproduction charges incurred by Licensor, will be reimbursed by Licensee. Licensor shall have the right to charge a 5% administrative fee for all fees and charges specified in this Section

The fees and charges specified in this section are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.

9.3 Licensee Responsibilities. Licensee shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from Licensor the services called for according to Licensor's then existing policy.

9.4 Proprietary Rights. To the extent that Licensor may provide Licensee with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Program prepared by Licensor, Licensee may (1) install one copy of the Licensed Program, in the most current form provided by Licensor, in Licensee's own facility; (2) use such Licensed Program in a manner consistent with the requirements of the Agreement, for purposes of serving Licensee's internal business needs; and (3) make up to three (3) copies of the Licensed Program in machine-readable form for nonproductive backup purposes only. Licensee may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor.

The Licensed Program is and shall remain the sole property of Licensor, regardless of whether Licensee, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Licensor for the use of the work product. Licensee shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that Licensor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Licensee shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Licensee at the time of its delivery or on-site development.

9.5 Disclaimer of Warranty and Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EDEN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SYSTEM OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.6 Termination of Support. Except for termination due to breach by Licensee, Licensor agrees to reimburse Licensee for prorated support payments made by Licensee for that portion of the Support Agreement Term remaining. Support may be terminated as follows:

- a. Upon the termination of the License Agreement, or

- b. Upon the expiration of the then current Support Agreement Term, provided that at least 60 days' prior written notice is given to the other party; or
- c. Upon 60 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period; or
- d. Without cause, upon 60 days' prior written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

[Licensor]

By: Dennis L. Salts

Signature:

Title: Vice President

Date:

[Licensee]

By:

Signature:

Title:

Date:

Exhibit A
COMMAND SERIES DELIVERABLES

Products, Services and Equipment	License Fee	Training	Install/ Setup	Total	Published License Fee (Support Basis)
Products:					
Accounts Receivable				\$0.00	
Business Licensing				\$0.00	
CAIR				\$0.00	
Capital Projects				\$0.00	
Cash Receipting Hface				\$0.00	
Financial Accounting				\$0.00	
Fixed Assets				\$0.00	
Inventory/Equip/Repair				\$0.00	
Hand Held Interface				\$0.00	
Payroll 5.0				\$0.00	
Personnel				\$0.00	
Position Control				\$0.00	
Req/Purchasing				\$0.00	
Recreation Management				\$0.00	
Special Assessments				\$0.00	
Utility Management 5.0	\$4250.00	\$3600.00		\$7850.00	\$8500.00
Utility Billing 3.5				\$0.00	
IQ Report Writer, Data Dictionaries				\$0.00	
Services:				\$0.00	
Enhancements				\$0.00	
Consulting/Management				\$0.00	
Data File Conversion Services	\$1440.00			\$1440.00	
Program File Conversion Services	\$2250.00			\$2250.00	
Equipment, Software Tools:				\$0.00	
				\$0.00	
Other:				\$0.00	
Taxes				\$0.00	
Freight				\$0.00	
Total	\$7940.00	\$3600.00	\$0.00	\$11540.00	

Exhibit A
BILLING/PAYMENT SCHEDULE

Billing/Payment Schedule:

- License fees (Object Code) - 40% of all license fees billed and payable on execution of the Agreement, 60% of module license fee billed and payable upon acceptance of application
- Third-party products, tools - 100% billed and payable on execution of the Agreement
- License fees (Source Code) - If applicable, 100% billed and payable on delivery
- Training - 100% billed and payable on execution of the Agreement
- Installation/setup - Billed and payable as service is delivered
- Meals, Food, Travel, Out of Pocket Costs - Billed and payable as they occur
- All other charges - Billed and payable as they occur



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: 1996 JOB DESCRIPTION UPDATE
DATE: DECEMBER 1, 1995

INFORMATION/BACKGROUND

Attached are the proposed job descriptions for the 1996 implementation of three new positions, the Planning/Building Assistant, Finance Technician, and the Public Works Foreman, and an updated organizational chart for your review and approval. Note that the position descriptions for Utilities Clerk and Finance Clerk have been eliminated from the job descriptions and are not reflected on the organizational chart.

POLICY CONSIDERATIONS

Job descriptions are revised and adopted by simple motion yearly to reflect budgetarily adopted changes in the personnel structure and to reflect position alterations as necessary.

RECOMMENDATION

Move to approve the attached job description alterations and additions to The 1996 City of Gig Harbor Job Descriptions as presented.

PLANNING -BUILDING ASSISTANT

Nature of Work

This is administrative, clerical and para-professional work involving land use planning duties and specialized administrative support duties in the land use planning process, responding to public with permit applications, and assisting other Department personnel with the land-use permit and planning processes. Acts as clerical support to the Department Head.

Controls Over Work

The employee is under the direct supervision of the Planning Director and the general supervision of the Building Official and Associate Planner.

Essential Duties and Responsibilities

Processes and tracks applications for land use permits.

Schedules appointments for Department Head and Planning staff. Arranges and coordinates meetings for Planning Commission, Hearing Examiner, City Council and other committee meetings related to Planning-Building Department activities.

Responds to telephone calls, processes mail, answers routine matters, and refers others to appropriate persons for a response.

Coordinates the process for review and approval of land use matters, permits, variances, and other related procedures. Coordinates hearing examiner cases for permits by reviewing and routing application requests and informing interested parties about the public hearing and final actions, as well as may act as staff to the hearing examiner.

Prepares public notices, meeting agendas, and meeting minutes. Attendance at night meetings as may be required.

Schedules routine and special inspections for the City Building Official/Fire Marshal.

Coordinates SEPA documents with appropriate agencies and serves as the Department SEPA coordinator.

Composes correspondence and reports from brief instructions or notes and prepares legal descriptions of properties relative to matters of the Planning Department.

Develops and maintains filing system, office procedures, and inventory controls.

Performs research, compiles data, and submits reports to supervisor or other agencies as required.

Codes bills for payment and assists with monitoring budget expenditures.

Performs other duties as required by designated Supervisor.

Knowledge, Abilities, and Skills

Thorough knowledge of secretarial and office procedures, word processing and working knowledge of office machinery, including the "blue-line" copiers and digital photo scanners.

Para-professional level municipal planning procedures, operations, and processes. Apply technical planning knowledge to processing planning matters.

Ability to communicate effectively orally and in writing.

Ability to type a minimum of 55 wpm.

Ability to provide information and assistance on city land use ordinances and procedures relative to the planning process, to the public and others by telephone, letter, and at the counter.

Perform duties with limited supervision.

Exercise independent judgment within established procedures.

Ability to establish and maintain effective working relationships with other employees, and the general public. Requires tact, discretion and courtesy in inter-departmental and public contacts.

Physical Demand

Requires sitting at a desk for extended periods of time, using a PC work station for extended hours, and lifting up to 25 pounds on occasion. Some work outside of the office will occur on occasion.

Qualifications Required

Minimum: Graduation from a two-year college or business school program, or an equivalent combination of education and experience. Three years of experience in a planning office performing para-professional planning and clerical work, or an equivalent combination of education and experience.

FINANCE TECHNICIAN

Nature of Work

This is accounting and clerical work performed within the Finance department. The position is responsible for payroll, accounts payable, utility billing, and local improvement district records, and other accounting, clerical, and record-keeping functions within the finance department.

The workload is divided among the individuals filling this position on the basis of timing needs, segregation of duties concerns, and experience. The Finance Technicians is expected to become proficient at all duties.

Control Over Work

The employee is under the direct supervision of the Finance Officer and indirect supervision of the City Administrator.

Essential Duties and Responsibilities

Processes accounts payable. Collects vouchers, assists with coding of expenditures, reviews for accuracy and proper approval. Performs data-entry, processes checks, and prints reports. Maintains all vendor information and documentation for all processed claims.

Processes payroll. Collects timesheets, reviews for accuracy and proper approval. Performs data entry for payroll processing, including timesheets, addition of new employees and changes to employee masterfiles. Processes pay checks and payment and reporting of taxes and benefits. Maintains payroll information and storage of documentation for payments and masterfile changes.

Processes utility billing. Maintains utility billing records for the city's sewer, water, and storm drainage utilities; reads water meters, processes billings, adjustments and receipts.

Maintains records and processes billings for the various local improvement districts.

Performs data entry of cash receipts.

Prepares and enters general ledger adjusting journal entries.

Maintains records of bank account balances and transactions. Records all deposits and all checks issued and balances cash each day.

Provides staff support to Finance Director on the day-to-day operation of cash and investment management.

Assists with fixed asset inventories, adjustments and record keeping.

Transcribes and types letters, memoranda, reports, tabulations, and other materials.

Sorts and files correspondence, checks, vouchers, index cards, and other materials, numerically, alphabetically, or by other prescribed methods.

Assists in the maintenance of records and files.

Transcribes information from application forms and temporary records to permits and permanent records and files.

Completes calculations and follow-up for sewer connection fees. Completes computations for adjustments and special billings with supervisor's approval.

Makes simple arithmetic calculations; gathers data from requisitions, statistical reports, time reports, and other records.

Assists Receptionist answering telephone and helping visitors when necessary.

Assists the public by checking routine records and files for requested information.

Performs other duties as required by designated supervisor.

Knowledge, Abilities and Skills

Thorough knowledge of office practices and procedures: data entry; word-processing; filing; record-keeping and answering telephone.

General knowledge of computers, computerized accounting systems and spreadsheets, and other standard office machines.

Knowledge of accounting and bookkeeping principles and practices.

Knowledge of business English, spelling and arithmetic.

Ability to make routine arithmetic computations and tabulations accurately and with reasonable speed.

Ability to establish and maintain effective working relationships with other employees and the public.

Ability to understand and carry out oral and written instructions.

Ability to learn assigned administrative and clerical tasks readily within a reasonable training period, and to adhere to prescribed routines.

Physical Demands

Most work is performed in an office setting. Since the employee files data and reports, there is some standing, bending, climbing stairs, carrying and walking. Meter-reading requires ability to drive, walk, kneel, lift, and minor physical exertion, in all types of weather.

Qualifications Required

Minimum: High School/GED equivalent; minimum two years of responsible accounting, bookkeeping, data entry, or related experience.

OR

Graduation from an accredited business training program with an emphasis in accounting.

PUBLIC WORKS FOREMAN

Nature of Work

This is supervisory work in directing facilities operation, construction, maintenance, and service and repair activities in the Public Works Department, including operation of construction equipment owned or leased by the City.

Employees occupying positions of this class are responsible for supervising and coordinating the field work of a crew or crews of skilled, semi-skilled and unskilled workers engaged in one or more of the following activities: street and walkways maintenance and repair; water system maintenance and repair, buildings and grounds maintenance, and sewer system maintenance and repair.

The number of workers supervised will vary, depending upon the nature and scope of projects, seasonal requirements, presence or lack of emergency conditions, and availability of qualified personnel. Primary emphasis is on the purposeful supervision of work teams engaged in various public works projects as assigned. Incumbents will develop effective working relationships with program officials as well as with city employees and the general public.

Controls Over the Work

Under supervisory control and guidance of the Public Works Director, and/or Public Works Supervisor, the incumbent's work is performed with considerable latitude for independent judgment and action. Assignments are received in the form of oral instructions, work orders, established maintenance and service schedules, blueprints, sketches, and rough notes. Work requires the application of sound judgment and the application of technical engineering and trades and crafts techniques and practices in a wide variety of public works activities. Incumbent's work is reviewed for supervisory effectiveness, quality and timeliness of completed projects, and conformance with governing laws, ordinances, and local policies and procedures.

Representative Example of Duties and Responsibilities

Supervises public works crew(s) engaged in a wide variety of tasks such as maintenance and repair of water mains, pumps, motors, main line valves, fire hydrants, meters and storage tanks; meter reading; operating and servicing heavy road and construction equipment and light motor vehicles; cleaning roadside ditches, culverts and catch basins; repairing streets, guardrails and sidewalks, installing and repairing street and traffic control signs; pavement striping, brush cutting and tree trimming; clearing snow, ice and slide debris from streets and walks; maintenance of buildings and grounds; upkeep of city parks; and maintenance and repair of sewer lines, pumps, and related facilities.

Analyzes and troubleshoots problems such as street and sidewalk damage or obstructions; water and sewer main leaks and breaks, malfunctioning or inoperative water system pumps, motors, controls, and water systems overload or misuse.

Plans and schedules daily work assignments and establishes work priorities; requisition supplies and equipment; and periodically inspects tools and equipment to insure that proper care and maintenance is being performed.

Prepares periodic work progress reports; maintains required records, logs, maps, blueprints and charts; and maintains employee time and attendance records.

Provides on-site direction and guidance to employees during assignments, and inspects work in progress and upon completion to insure compliance with work standards and local codes, and proper safety techniques.

Knowledge, Abilities, and Skills

Thorough knowledge of materials, methods, and techniques commonly used in construction, maintenance, and repair activities as relates to assigned areas of specialization.

Thorough knowledge of the occupational hazards and safety standards and practices applicable to the work being supervised.

Good knowledge of Federal, State and local regulations and standards and of city and department policies and procedures.

Good knowledge of the properties, utilization, and care of the materials, tools, and equipment used by the employees supervised.

Ability to efficiently and effectively supervise and coordinate the activities of skilled, semi-skilled and unskilled employees performing a wide variety of maintenance, repair, and service functions.

ability to make sound and timely recommendations for projects implementation, and/or modification based upon established department plans and results of personal observations and needs analysis.

Ability to read charts, diagrams, and blueprints.

Ability to communicate orally and in writing and establish and maintain effective working relationships with management, employees, and the general public.

Physical Demands on Work Environment

Work is performed primarily out-of-doors involving moderate risks, discomfort, or unpleasantness such as a high level of noise; dust, grease or mud; moving vehicles or machines; cold and/or wet weather. Normal safety precautions are required; and the incumbent may wear some protective clothing and equipment such as rain and snow gear, boots, goggles, and gloves. Work requires some physical exertion such as long periods of standing; walking over rough, uneven surfaces; and recurring bending, crouching, stooping and reaching; and occasional lifting of moderately heavy items. Work requires average physical agility and dexterity.

Qualifications Required

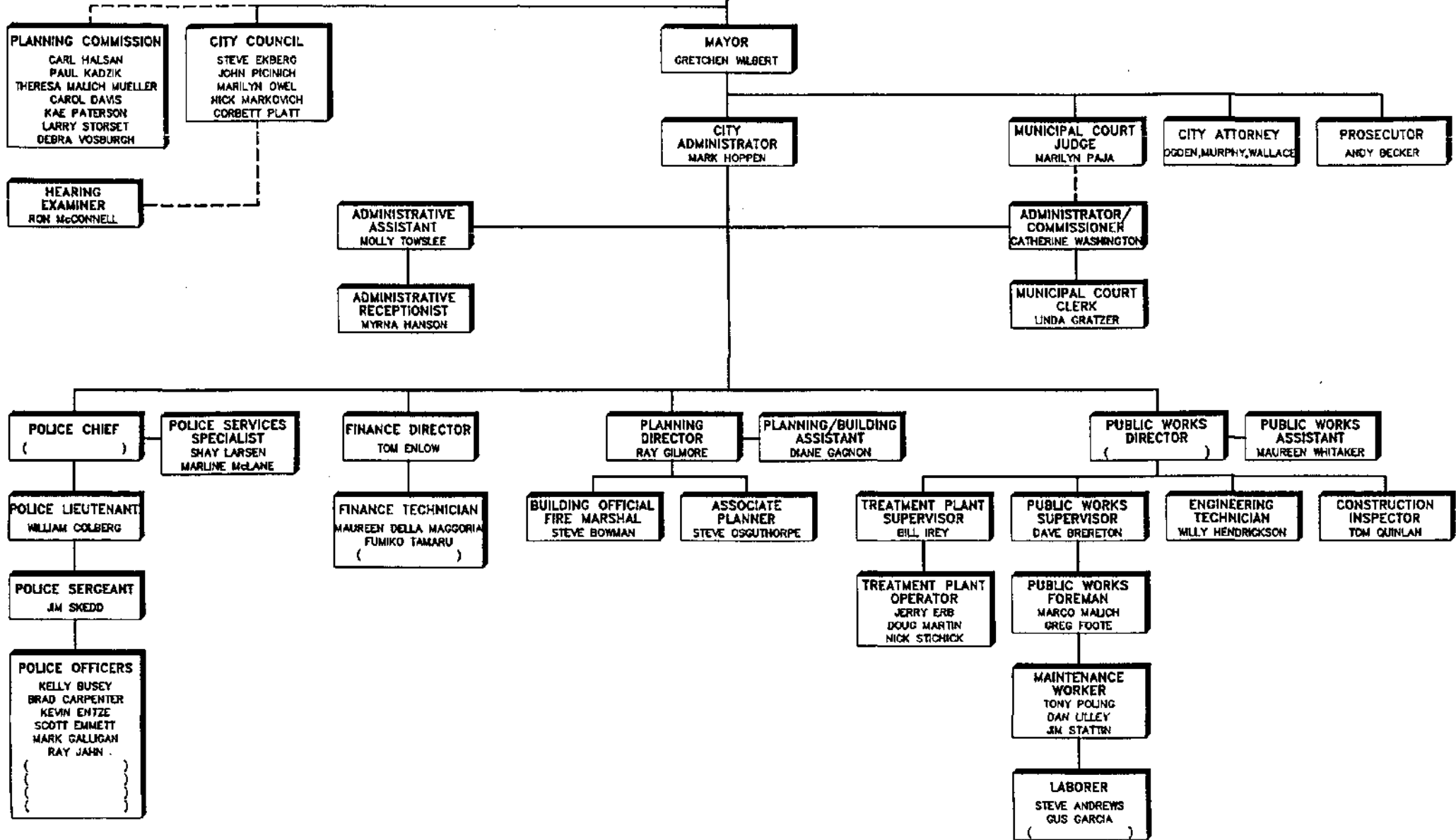
Minimum: Three years of progressively responsible work experience in the utilities or general maintenance and trades areas, with some supervisory experience;

OR

Any combination of education and experience which would demonstrate the ability to perform the work.

CITY OF GIG HARBOR ORGANIZATIONAL CHART (PROPOSED)

GIG HARBOR CITIZENS





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: CONTRACT APPROVAL FOR CHIEF-ELECT MITCHELL K. BARKER
DATE: DECEMBER 7, 1995

INFORMATION/BACKGROUND

Subsequent to the retirement of former Chief Denny Richards, a search ensued for a new City of Gig Harbor Chief of Police. An initial screening of applications was conducted by city administration with the help of two police professionals selected with the consensus of the City of Gig Harbor Police Department: Mr. Chuck Robbins, former Pierce County Sheriff and Assistant Chief Charles Meinema of the Tacoma Police Department. A review of five finalists was conducted by an oral review panel which included Mayor Wilbert, Councilman Ekberg, City Administrator Hoppen, Gig Harbor High School Principal Jan Reeder, and the two previously mentioned police professionals. Those finalists were ranked and submitted to Mayor Wilbert, background checks were conducted on the top two finalists by former Chief Richards, and the Mayor, as is her statutory right, selected the top candidate as she reviewed the the outcome of the process.

Lieutenant Mitchell K. Barker, Chief-elect for the City of Gig Harbor, has served nearly eighteen years as a commissioned law enforcement professional, serving his entire police career in the City of Des Moines. During this period, he has advanced from Reserve Police Officer to Police Officer (5 years), Detective, Patrol Sergeant (2 years), Special Operations Sergeant (5 years), Administrative Sergeant (2 years), and currently to Lieutenant (4 years). At forty years of age, he is married, with two sons, and currently resides in Minter.

Over the course of Chief-elect Barker's career, the City of Des Moines Police Department has increased in size from a department about the size of the City of Gig Harbor to a department more than three times our current size. He currently supervises 12 personnel. Also, he is an active participant in charge of the Des Moines DARE program and a facilitator for the Des Moines Police Citizen's Advisory Board, a program which he initiated. Chief-elect Barker has participated in numerous aspects of the Des Moines community, including Little League (as coach and umpire) and the Des Moines Foodbank. He currently participates in Rotary, the Chamber of Commerce, and other civic groups. He is a graduate of Seattle's Glacier Senior High School and a 1993 graduate of Central Washington University with a B.A. in Law and Justice.

FISCAL CONSIDERATIONS

The attached contract sets the initial compensation level at \$57,600 which is above the middle but below the top of the range for the position. Employment will begin with a vacation accumulation rate of 12 hours per month. 10 days of sick leave will be banked at the outset of employment.

RECOMMENDATION

Approve contract as presented for Mayor Wilbert's signature.

**CHIEF OF POLICE
EMPLOYMENT AGREEMENT**

THIS AGREEMENT entered into as of the 7th day of December 1995 by and between the CITY OF GIG HARBOR, WASHINGTON, a noncharter optional municipal code city, hereinafter referred to as "City," and Mitchell K. Barker, hereinafter referred to as "Employee," for the mutual benefits to be derived, hereby agree as follows:

WITNESSETH:

WHEREAS, the Mayor and the City Council of the City have gone through a selection process to fill the position of Chief of Police, and

WHEREAS, Employee has been selected to fill said position, and

WHEREAS, it is beneficial for both parties to establish and delineate the conditions of said employment,

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

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as Chief of Police, and Employee hereby agrees to accept said employment in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Duties. Employee shall perform all duties of the Chief of Police, as set forth in the City's personnel rules and procedures and such other duties as may be assigned from time to time by the Mayor or City Administrator.

Section 3. Commencement of Employment - Term. Employee's employment shall commence effective as of January 1, 1996, and shall continue, unless terminated in the manner provided hereinafter in this agreement. Employee understands that the City has expended considerable sums to secure Employee as Chief of Police. Employee further understands and agrees that he must commit to a term of employment of not less than two (2) years from the commencement of employment, unless otherwise terminated by the City as hereinafter provided. Employee agrees that the two-year commitment is reasonable and acknowledges that his failure to honor said two-year term can cause irreparable harm to the City and further agrees that the provisions of this agreement relating to the minimum term to which Employee is committed to serve may be specifically enforced by the City to prevent Employee from accepting Employment with another city, county, special district or public safety department or similar position in the counties of Pierce, Thurston, King, Snohomish, or Kitsap, Washington, during such two-year period. Employee further acknowledges

that this restriction on his ability to seek employment in a public safety department or with any city, county, or special district in the area, as set forth above, during said two-year period is geographically reasonable, the duration is reasonable and the restrictions will not deprive him of his ability to maintain his livelihood. The provisions of this section relating to restrictions on the ability of Employee to seek employment for a two-year period shall not be applicable if this agreement is terminated by the City in the manner provided hereinafter.

Section 4. Salary - Performance Review. The starting salary for Employee, commencing January 1, 1996, shall be fifty seven thousand and six hundred dollars (\$57,600) annually, which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City.

Employee's performance shall be reviewed at least annually and more frequently if required by the Mayor or City Administrator or if requested by Employee.

Section 5. Benefits, etc. - Position Excluded from Civil Service.

- A. Employee acknowledges, understands and agrees that the position he is accepting with the City is exempted from and not included under the City's civil service system; and that this agreement and the provisions contained herein are being entered into by the City and Employee to fully and completely regulate Employee's employment with the City and accord him certain rights, obligations, and duties which would otherwise not accrue to him were he within the City civil service system. In partial consideration for this employment agreement, Employee acknowledges, assents to, and agrees that the position is not covered by a civil service system.
- B. Employee shall accrue sick leave and all other benefits as provided for general employees of the City in accordance with the general employees' compensation plan; provided, however, that the employee shall begin employment with 10 days accumulated sick leave and that in the event the State of Washington shall legislate a requirement that Employee receive an illness and/or disability leave benefit which otherwise covers the Employee as sick leave would, then Employee shall not be entitled to sick leave in addition to said other benefits. Also, the employee will begin employment at a vacation accumulation rate of 12 hours per month.
- C. Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington.
- D. Employee shall be entitled to take such paid holidays as are established by the City.

Section 7. Termination of Employment.

- A. By City. As stated hereinabove, Employee has committed to continue his employment with the City for a minimum period of two (2) years, to wit, until January 1, 1998. It is recognized that this agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate him for cause.
- B. By Employee. In the event Employee shall terminate his employment with the City subsequent to the expiration of his two year commitment, or by mutual agreement of the parties, or if permitted to terminate this agreement by law, Employee agrees that he shall provide the City not less than thirty (30) days prior notice of the effective date of said termination in order to afford the City a reasonable opportunity to find a replacement for Employee. The parties further agree that, in the event a replacement is found who is able to commence employment prior to the expiration of the 30 - day notice, the parties agree that they shall, in good faith, negotiate an earlier termination date.

Section 8. General Provisions.

- A. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this agreement.
- B. The parties hereby further agree that this agreement cannot be amended or modified without the written concurrence of both parties.
- C. If any provision or portion of this agreement is held to be unconstitutional, invalid or, unenforceable, the City shall have the right, at its option, to declare the agreement void and enter into negotiations with Employee for execution of a new personal services agreement.
- D. Employee understands that he has a right to consult with an attorney concerning the provisions of this agreement, and (1) Employee acknowledges he has done so as is evidenced by the attorney's signature below; or (2) Employee has knowingly and voluntarily selected not to consult with an attorney.
- E. Notice. Any notices required to be given by the City to Employee or by Employee to the City shall be delivered to the following parties at the following addresses:
 - 1. City of Gig Harbor
Mayor's Office
3105 Judson Street,
Gig Harbor, WA 98335

2. Employee: at either
3105 Judson Street
Gig Harbor, WA 98335

or

13811 118th Ave. N.W.
Gig Harbor, WA 98329

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posed in the United States mails shall be deemed received three (3) days after the date of mailing.

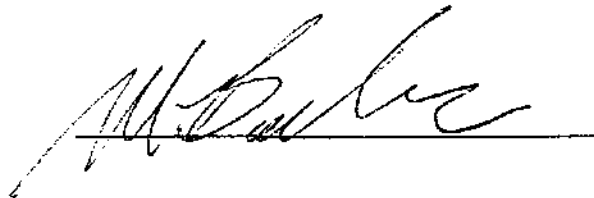
IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed as of this _____ day of _____, 1995 .

CITY OF GIG HARBOR

BY _____
Gretchen A. Wilbert, Mayor

Attest: _____
Mark E. Hoppen, City Administrator

EMPLOYEE



APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: PUBLIC WORKS DIRECTOR SELECTION/ MR. WES HILL
DATE: DECEMBER 7, 1995

INTRODUCTION/BACKGROUND

Subsequent to the announcement of the departure of Ben Yazici, the City has sought a replacement for the position of Public Works Director. Over thirty applications were received and reviewed by an interview team which included City Administrator Mark Hoppen, Finance Director Tom Enlow, Public Works Supervisor Dave Brereton, and Treatment Plant Supervisor Bill Irey. The same team interviewed five selected finalists. Two candidates emerged who spent another half day on-site with members of the interview team.

Mr. Wesley Hill, P.E. (WA Civil #21831) currently works for the Port of Seattle for Airport Engineering where he coordinates engineering projects from \$40,000 to \$17 million with other airport departments, tenants, consultants, and federal, State, and local agencies. In the past, he has worked as a Senior Engineer for King County Public Works Road Division, as County Road Engineer for Kittitas County Public Works, as a Senior Engineer for Harding Lawson Associates (Seattle), as an Associate Civil Engineer for the City of Santa Barbara Department of Public Works, as both a Project and Design Engineer for Whatcom County Department of Public Works, and as a Plat Engineer for Clark County Department of Public Works. He possesses a broad range of engineering experience. For instance, in Whatcom County, where he worked for seven years, he coordinated and supervised numerous public works projects including road construction and maintenance, bridge replacements, drainage improvements, ferry dock replacements, shoreline protection enhancements, fuel station installation, and metal building construction, while supervising as many as nine FTE professional and technical staff. In addition, he has direct or supervisory experience with parking lot construction, storm and wastewater treatment facilities, water and sewer main replacements, fire training facilities, landfill construction-closures, transfer station construction, and pedestrian path improvements.

Wes Hill is a 1975 graduate of the University of Washington with a B.S. in Civil Engineering and lives in Bremerton with his wife and children.

FISCAL CONSIDERATIONS

The attached contract brings Mr. Hill to employment at the middle of the salary range at \$56,900. He will begin employment with a 10 day accumulation of sick leave and city benefits as per personnel policy. Employment will begin with a vacation accumulation rate of 10 hours per month.

RECOMMENDATION

Approval of the contract as presented for Mayor Wilbert's signature.

**PUBLIC WORKS DIRECTOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT entered into as of the 9th day of December, 1995 by and between the CITY OF GIG HARBOR, WASHINGTON, a noncharter optional municipal code city, hereinafter referred to as "City," and Wesley L. Hill, hereinafter referred to as "Employee," for the mutual benefits to be derived, hereby agree as follows:

WITNESSETH:

WHEREAS, the Mayor and the City Council of the City have gone through a selection process to fill the position of Public Works Director, and

WHEREAS, Employee has been selected to fill said position, and

WHEREAS, it is beneficial for both parties to establish and delineate the conditions of said employment,

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

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as Public Works Director, and Employee hereby agrees to accept said employment in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Duties. Employee shall perform all duties of the Public Works Director, as set forth in the City's job descriptions, personnel rules and procedures and such other duties as may be assigned from time to time by the Mayor or City Administrator.

Section 3. Commencement of Employment - Term. Employee's employment shall commence effective as of January 15, 1996, and shall continue, unless terminated in the manner provided hereinafter in this agreement. Employee understands that the City has expended considerable sums to secure Employee as Public Works Director. Employee further understands and agrees that he must commit to a term of employment of not less than two (2) years from the commencement of employment, unless otherwise terminated by the City as hereinafter provided. Employee agrees that the two-year commitment is reasonable and acknowledges that his failure to honor said two-year term can cause irreparable harm to the City and further agrees that the provisions of this agreement relating to the minimum term to which Employee is committed to serve may be specifically enforced by the City to prevent Employee from accepting Employment with another city, county, special district or public works department or similar position in the counties of Pierce, Thurston, King, Snohomish, or Kitsap, Washington, during such two-year period. Employee further acknowledges

that this restriction on his ability to seek employment in a public safety department or with any city, county, or special district in the area, as set forth above, during said two-year period is geographically reasonable, the duration is reasonable and the restrictions will not deprive him of his ability to maintain his livelihood. The provisions of this section relating to restrictions on the ability of Employee to seek employment for a two-year period shall not be applicable if this agreement is terminated by the City in the manner provided hereinafter.

Section 4. Salary - Performance Review. The starting salary for Employee, commencing January 1, 1996, shall be fifty six thousand and nine hundred dollars (\$56,900) annually, which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City.

Employee's performance shall be reviewed at least annually and more frequently if required by the Mayor or City Administrator or if requested by Employee.

Section 5. Benefits, etc.

- A. Employee shall accrue sick leave and all other benefits as provided for general employees of the City in accordance with the general employees' compensation plan; provided, however, that the employee shall begin employment with 10 days accumulated sick leave and that in the event the State of Washington shall legislate a requirement that Employee receive an illness and/or disability leave benefit which otherwise covers the Employee as sick leave would, then Employee shall not be entitled to sick leave in addition to said other benefits. Also, Employee will begin employment at a vacation accumulation rate of 10 hours per month.
- B. Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington.
- C. Employee shall be entitled to take such paid holidays as are established by the City.

Section 7. Termination of Employment.

- A. By City. As stated hereinabove, Employee has committed to continue his employment with the City for a minimum period of two (2) years, to wit, until January 15, 1998. It is recognized that this agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate him at will in accordance with the provisions and conditions set forth under the City's personnel regulations. In the event that the City Administrator decides to terminate the Employee, such termination shall be subject to the following conditions: Employee shall be given not less than thirty (30) days prior notice of the intent to terminate him.

- B. By Employee. In the event Employee shall terminate his employment with the City subsequent to the expiration of his two year commitment, or by mutual agreement of the parties, or if permitted to terminate this agreement by law, Employee agrees that he shall provide the City not less than thirty (30) days prior notice of the effective date of said termination in order to afford the City a reasonable opportunity to find a replacement for Employee. The parties further agree that, in the event a replacement is found who is able to commence employment prior to the expiration of the 30 - day notice, the parties agree that they shall, in good faith, negotiate an earlier termination date.

Section 8. General Provisions.

- A. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this agreement.
- B. The parties hereby further agree that this agreement cannot be amended or modified without the written concurrence of both parties.
- C. If any provision or portion of this agreement is held to be unconstitutional, invalid or, unenforceable, the City shall have the right, at its option, to declare the agreement void and enter into negotiations with Employee for execution of a new personal services agreement.
- D. Employee understands that he has a right to consult with an attorney concerning the provisions of this agreement, and (1) Employee acknowledges he has done so as is evidenced by the attorney's signature below; or (2) Employee has knowingly and voluntarily selected not to consult with an attorney.
- E. Notice. Any notices required to be given by the City to Employee or by Employee to the City shall be delivered to the following parties at the following addresses:

1. City of Gig Harbor
Mayor's Office
3105 Judson Street,
Gig Harbor, WA 98335

2. Employee: at
3105 Judson Street
Gig Harbor, WA 98335
and at
5520 N.W. Highpoint
Bremerton, WA 98312

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mails shall be deemed received three (3) days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed as of this _____ day of _____, 1995 .

CITY OF GIG HARBOR

BY _____
Gretchen A. Wilbert, Mayor

Attest: _____
Mark E. Hoppen, City Administrator

EMPLOYEE

 _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: HEARING EXAMINER CONTRACT
DATE: DECEMBER 7, 1995

INFORMATION/BACKGROUND

Attached is a revised Hearing Examiner contract. Ron McConnell, our current Hearing Examiner, has requested a \$3.50 per hour rate increase in his standard fee, from \$90 to \$93.50 per hour. Also, secretarial services are to be raised \$2.50 per hour, from \$35 to \$37.50. Secretarial rates received no increase in the last contract.

CONTRACTURAL ISSUES

This contract defines the Hearing Examiner duties as those duties which are defined by city code and State statute. The agreement clarifies the employment relationship of the Hearing Examiner to the city.

RECOMMENDATION

Staff recommends approval of this contract as presented. The Hearing Examiner, Mr. Ron McConnell will be present to address any questions.

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

WHEREAS, the City of Gig Harbor has created the position of Land Use Hearing Examiner under Gig Harbor Municipal Code (GHC) chapter 17.10;

WHEREAS, the City wishes to contract with a person meeting the requirements set forth in GHMC Section 17.10.060 for the position of Hearing Examiner, under the terms and conditions set forth in that chapter; and

WHEREAS, said individual will be responsible for the duties of Hearing Examiner described in GHMC chapter 17.10; NOW, THEREFORE,

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

1. Duties. The Hearing Examiner shall be responsible for carrying out all of the duties set forth in GHMC chapter 17.10, and all other actions reasonable necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein. In addition, the Hearing Examiner shall prepare monthly reports on or before the 15th day of each month for the preceding month, which shall document his hours of service and his travel, photocopying, mailing, and telephone expenses incurred in the performance of duties under this Agreement.

2. Compensation.

A. The Hearing Examiner shall provide services to the City at an hourly rate of ~~NINETY (\$90.00)~~ **NINETY THREE DOLLARS AND FIFTY CENTS (\$93.50)** for performance of the duties described herein. The City agrees to compensate the Examiner at the above rate based on a minimum of TWO AND ONE-HALF (2.5) hours for each public hearing, meeting, and/or site visit conducted in Gig Harbor.

B. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at TWENTY-EIGHT

CENTS (\$.28) per mile. In addition, the City shall reimburse the Examiner for secretarial services at a rate of ~~THIRTY-FIVE (\$35.00)~~ THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$37.50) dollars per hour. The City shall also reimburse the Examiner for his costs involved in photocopying, mailing, and telephone expenses incurred in the performance of his duties as Examiner.

C. The Examiner shall receive annual performance evaluations from the City Administrator and/or Planning Director annually.

3. Term. This Agreement shall be effective upon execution, and shall run through December 31, 1995 ~~6~~.

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

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

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

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

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

9. Indemnification. The Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from the Examiner's negligent performance of this Agreement. In addition, the Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from any action of the Examiner that is outside the scope of his official duties, as described in this Agreement, GHMC chapter 17.10, RCW 35A.42.020 and RCW 35A.42.050.

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

11. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statements or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

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

13. Termination. This Agreement may be terminated by the City for the Examiner's misconduct, failure to complete the duties described under this Agreement and in GHMC chapter 17.10, or within the time frames specified therein, or for his failure to complete such work in a manner satisfactory to the City. In the event of termination, the City shall pay for all services satisfactorily performed by the Examiner to the effective date of termination, as described in his final

report submitted to the City. Upon termination, the City may take possession of all records and documents in the Examiner's possession pertaining to this Agreement.

14. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be within the Pierce County Superior Court in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorney fees incurred in any litigation arising out of the enforcement of this Agreement.

15. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

16. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

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

EXAMINER:	Ron McConnell
EXAMINER PRO TEM:	Robert Burke 11000 NE 33rd Place, Suite 101 Bellevue, WA 98004
CITY:	City Administrator City of Gig Harbor 3105 Judson Street Gig Harbor, WA 98335

DATED this _____ day of _____, 199__.

CITY OF GIG HARBOR

HEARING EXAMINER

By _____

By _____

Its Mayor

APPROVED FOR FORM:

City Attorney



RECEIVED

DEC 4 1995

CITY OF GIG HARBOR

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 1025 E. Union, P.O. Box 43075
Olympia, WA 98504-3075
(360) 664-0012

TO: CITY OF GIG HARBOR

DATE: 11/30/95

RE: NEW APPLICATION

License: 079385 - 2A County: 27

Tradename: THE CAPTAIN'S KEEP

Loc Addr: 7807 PIONEER WAY

GIG HARBOR

WA 98335

Mail Addr: 7807 PIONEER WAY

GIG HARBOR

WA 98335-1133

Phone No.: 206-851-8510 BRUCE GAIR

APPLICANTS:

THE CAPTAIN'S MATE, INC.

GAIR, BRUCE OTTO

08-12-27 201-20-5222

GAIR, LINDA HULTNER

11-28-44 553-76-1737

Classes Applied For:

F Wine by bottle or package - off premises

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

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/04/95

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 2/29/96

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MARCO'S RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 0000	074950	C D
2	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MIMI'S PANTRY 7707 PIONEER WAY GIG HARBOR WA	078350	E F

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on FEBRUARY 29, 1996. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010(8)). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and FEBRUARY 29, 1996, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

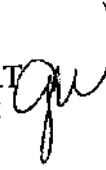
LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR

WA 983350000

RECEIVED
DEC 6 1995
CITY OF GIG HARBOR

MAYOR'S REPORT
December 6, 1995



**50TH ANNIVERSARY CALENDAR OF EVENTS
HONORING THE INCORPORATION OF THE TOWN OF GIG HARBOR**

Citizens within the City are showing enthusiasm for a summer of activities focusing on the City's 50th Anniversary.

We are compiling a list of interested persons and initiating a calendar of events in cooperation with the Chamber of Commerce. Maureen Della Maggiora has accepted the volunteer responsibilities of compiling the list of people and service clubs coming forth to participate and the calendar of possible events.

Carol Morris has responded to my request for the legal interpretation of expenditure of public funds for such a purpose.

Council's ideas will also be welcome.



ATTORNEYS AT LAW

2100 Westlake Center Tower • 1601 Fifth Avenue • Seattle, WA 98101-1686 • (206) 447-7000 • Fax (206) 447-0215

MEMORANDUM

DATE: December 6, 1995

TO: Mayor Gretchen Wilbert

FROM: Carol Morris, City Attorney

RE: Use of City Funds for City's 50th Anniversary Celebration

Gretchen, you have asked whether the City may "contribute" towards certain presentations to be made at the City's 50th Anniversary Celebration. As you know, the City is prohibited from donating any public funds under Art. 8, Section 7 of the Washington Constitution. However, there is a specific exception for the City's to:

expend moneys and conduct promotion of resources and facilities in the city or town, or general area, by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion.

RCW 35.21.700. Under the above, the City may "sponsor" the 50th anniversary celebration, and use public funds for the described purposes.

Your question relates to a presentation given by a theater group which will be performing at the 50th anniversary celebration. In this situation, if the City pays the group for its services at the celebration, the City will not be making a "gift" of public funds nor will the limitations of RCW 35.21.700 be triggered. There is no "gift" because the City will be receiving value for its payment, which is made for the express public purposes described in RCW 35.21.700, or to attract visitors to the City during its anniversary celebration.

However, the City may not use public funds to pay for private parties in connection with the event, free food for visitors or the distribution of free gifts. You did not specifically ask whether these activities were permissible, I am only providing them for illustrative purposes.

If you have any questions about the above, or if I have not fully answered your question, please give me a call.

CAM118625.1M/P0008.030.006/20008.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
DATE: December 5, 1995
SUBJ.: Issues Discussed at December 4 Worksession on the Development Code Update.

Attached for your review is a summary of the issues discussed at the December 4 worksession with the Planning Commission. Staff has listed the substantive issues which were discussed and has indicated the resolution of each item. If Council so desires at the December 11 meeting, we may again discuss the issues not resolved so that staff can prepare a draft final of all of the proposed changes to the zoning code for the reintroduction of the ordinances at the January 8 public hearing.

Issues Considered by Council at December 4 Worksession

Title 17

1. Floor area limits for non-residential structures in the RB-1, WM, B-2 and C-1 districts.
Discussed: The allowance limit of one structure per lot in WM and RB-1; the requirement in B-2 and C-1 that each structure limit could be offset by 0 lot line development (NOTE: the current proposal requires 20 foot separation between structures)
Resolutions: 1)Eliminate the floor area limit; 2)retain floor area limit as is for B-2 and C-1; 3)retain floor area limit for all but amend RB-1 and WM from "per lot" to a minimum separation as in B-2 and C-1. **NOT RESOLVED AT WORKSESSION.**
2. Height Option Variance for Single Family Dwellings in R-1, R-2 and R-3 Districts
Discussed: View corridors and the need for them (who's view are we providing or protecting?); allowing increased height as an option to the 16' height limit; internal consistency between the procedure in 17.66.025 and Title 19 (need for a notification of administrative action process)
Resolutions: 1)Eliminate the height variance option; 2)retain, but amend Title 19 to include a procedure for notification of administrative action. **NOT RESOLVED AT WORKSESSION.**
3. Hotels and Motels
Discussed: not specifically stated in B-2 and C-1; public comment to allow in RB-2 as conditional use.
Resolution: 1) Amend B-2 and C-1 to include hotels and motels as permitted uses
4. Home Occupations as Permitted Uses in R-1, R-2 and R-3
Discussed: Why permitted use as opposed to conditional (reference to Comprehensive Plan in Employment section); criteria are proposed to be more restrictive to limit home occupations to low intensity uses (no outward change or appearance to the dwelling)
Resolution: Change the term *occupants* to *resident* (in chapter 17.84)
5. Section 17.16.040- R-1 District
Discussed: Why is it needed?
Resolution: It's not needed. Strike from text.
6. Density as opposed to Minimum Lot Sizes
Discussed: Purpose behind this (site design flexibility; development options to suit the available or intended market); examples of how this works using the minimum lot width factor of 0.7%
Resolution: Staff will prepare illustration to show how density base calc would work.

7. Definitions Section

17.04.697: amend definition to eliminate the term "non-profit".

17.04.272: Add the term "Developed property" to the definition.

8. Section 17.32.020 - B-1 District

Add to A.: "..., except for single family detached dwellings."

9. Section 17.68.040

Discussed: Reasoning behind language changes in "A" (to eliminate the current language conflict where a non-conforming structure has a proposed alteration which is conforming; currently, if such a conforming change is made, it would still require a variance even though code provisions are met)

10. Section 17.72.060 - Shared Parking

Discussed: Shared parking in the DB and WC districts; do these new standards make another review process that is more restrictive (it's not a new permit; it is intended to provide a mechanism in which the city can manage the shared use of parking so that there is assurance a use has available parking;

Resolution: The alternative is to eliminate the parking requirements or develop a more comprehensive parking plan. The proposal to provide for shared parking is, at best, an interim, short-term solution.

11. Section 17.89.020 - Planned Residential Development

Discussed: PRD's; concern that PRD's can be used to increase density without any review by council if the rezone requirement is eliminated. This change was recommended to encourage more PRD's, which tend to be discouraged by the current rezone criteria.

Resolution: Retain the rezone process (which has been changed under the revised code to make the process more predictable and easier).

12. Section 17.45.020- Employment District

Discussed: retail uses in employment district, specifically D. and E. (rationale is to limit retail uses to those which are subordinate to the principal employment use, thereby minimizing retail intrusion which could adversely affect the price of available and suitable land for employment generators)

Resolution: Eliminate E. (which is repetitive) and amend D. to read: "Associated support service and retail uses which are subordinate to the principle employment use."

13. Section 17.65 - Special Use Permits

Discussed: Purpose of special use permit process (to manage temporary, unclassified uses); where did the criteria come from relating to maximum occupied site area (staff); how does this apply to use of public right-of-way (it doesn't - chapter 12.02 still controls).

Resolution: Reference to chapter 12.02 must be incorporated for uses on city right-of-

way and city property; criteria will be redrafted/consolidated; regarding the maximum occupied area, this may be eliminated.

Title 19

New administrative procedures - Need more information on Council's review authority and how it relates to current procedures.



DENNIS RICHARDS
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

NOVEMBER 1995

	NOV 1995	YTD 1995	YTD 1994	%chg to 1994
CALLS FOR SERVICE	<u>237</u>	<u>3026</u>	<u>2991</u>	<u>+ 1</u>
CRIMINAL TRAFFIC	<u>18</u>	<u>207</u>	<u>214</u>	<u>- 3</u>
TRAFFIC INFRACTIONS	<u>50</u>	<u>783</u>	<u>809</u>	<u>- 3</u>
DUI ARRESTS	<u>4</u>	<u>41</u>	<u>70</u>	<u>- 41</u>
FELONY ARRESTS	<u>5</u>	<u>71</u>	<u>64</u>	<u>+ 10</u>
MISDEMEANOR ARRESTS	<u>14</u>	<u>152</u>	<u>200</u>	<u>- 24</u>
WARRANT ARRESTS	<u>7</u>	<u>67</u>	<u>67</u>	<u>0</u>
CASE REPORTS	<u>81</u>	<u>769</u>	<u>752</u>	<u>+ 2</u>

