

Gig Harbor City Council Meeting



**November 26, 2001
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
November 26, 2001 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY: Councilmember Jim Franich.

PUBLIC HEARING: 2002 Budget.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of November 13, 2001.
2. Proclamations/Correspondence: Letter to Eagle Scout, Jacob Moore.
3. Appointment to Gig Harbor Arts Commission.
4. Liquor License Renewals: Jekyll and Hydes Pub, Inc.; JT's Original BBQ; Harborview Grocery; Wasabi Restaurant.
5. Approval of Payment of Bills for November 13, 2001.
Checks #34527 through #34633 in the amount of \$387,652.92.

OLD BUSINESS:

1. Second Reading of Ordinance - Vacation of a Portion of Erickson Street.
2. Second Reading of Ordinance - 2002 Budget.
3. Second Reading of Ordinance - School Impact Fees.
4. Second Reading of Ordinance - SEPA Authorization Amendment.
5. Second Reading of Ordinance - 57th St. Ct. NW Annexation.
6. Second Reading of Ordinance - 62nd St. Ct. NW Annexation.

NEW BUSINESS:

1. Recommendation for Art - Gig Harbor Civic Center.
2. Appeal of Hearing Examiner's Decision - Denton Bed & Breakfast.
3. Shoreline Master Program Update & Revision - Consultant Services Contract Amendment.
4. First Reading of Ordinance - Official Zoning Map Change - Peninsula School District Rezone.
5. Amendments to Interlocal Agreement - Fire Inspection Services.
6. Storm Water Facilities Maintenance Agreement and Restrictive Covenant.
7. New Street Name Request - SunVista Lane.
8. First Reading of Ordinance - Providing for Extension of LID No. 99-1 Bond Anticipation Note.

STAFF REPORTS:

1. Chief Barker, GHPD - October Stats.
2. Carol Morris, Legal Counsel - Recommendation for Sportsmans Club.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.3 1.110(i).

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 13, 2001

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

CALL TO ORDER: 7:02 p.m.

PLEDGE OF ALLEGIANCE: Led by Scout Troop No. 210.

PUBLIC HEARINGS:

1. 2002 Budget. Mayor Wilbert opened the public hearing and asked David Rodenbach, Finance Director, to give an overview of the proposed budget.

Chris Erlich, Director, Gig Harbor Peninsula Historical Society - 4218 Harborview Dr. Ms. Erlich spoke in support of the full-time Marketing Specialist position funded by the Lodging Tax Funds.

Mort Altman, Chair of Tourism Committee, Chamber of Commerce - 3202 Harborview Drive. Mr. Altman echoed Ms. Erlich's comments in support of the strategic plan for the Lodging Tax Funds.

Barbara Civitan - 13316 Muir Dr. Ms. Civitan asked that Council consider improvements to the area adjacent to 6869 Kimball Drive to add a small courtyard or park with a covered bus stop and trashcans.

Wade Perrow - 9119 No. Harborview Dr. Mr. Perrow gave an overview of the efforts by the Lodging Tax Committee in reaching consensus to recommend a Tourism Specialist and the strategic plan that had been proposed. He added that the upcoming year would be the time to evaluate the program for success.

Jim Franich - 3702 Harborview Drive. Mr. Franich explained that during his campaign for City Councilmember, he sent out a questionnaire to 500 citizens. He said that he received an 80-85% response that citizens would like the level of tourism to remain the same.

There were no further comments the Mayor closed the public hearing at 7:10 p.m. and opened the second public hearing.

2. Vacation of a Portion of Erickson Street. Carol Morris, Legal Counsel, explained that the ordinance to vacate describes the history of the street and criteria for vacation. She offered to answer any questions. Councilmember Ekberg asked that the conditions regarding placement of

the gate be included in the ordinance. Ms. Morris said that she would amend the ordinance before the second reading.

John Gorow, President of the Spinnaker Ridge Homeowners Association - 6887 Main Sail Lane. Mr. Garow reaffirmed that the residents support the ordinance. He commended David Brereton for the open communication during the effort to resolve this issue. He answered Council's questions regarding obtaining estimates for the gate and a timeline for installation.

The public hearing was closed at 7:20 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of October 22, 2001.
2. Correspondence/Proclamations:
3. 2001 Renewal - Pierce County EMS.
4. Short-term Use Agreement with Port of Bremerton.
5. City Newsletter Services Contract.
6. Canterwood Step System Agreement
7. Canterwood Sewer Request
8. Purchase Authorization – Prefabricated Restroom
9. Building Appraisals - Consultant Services Contract.
10. Approval of Payment of Bills for November 13, 2001.
Checks #34343 through #34526 in the amount of \$1,130,786.27
11. Approval of Payroll for the month of October:
Checks #1071 through #1126 and direct deposit in the amount of \$183,600.86.

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

OLD BUSINESS:

1. Second Reading of Ordinance - 2002 Property Tax Levy. Mr. Rodenbach explained that this ordinance was built around I-747 assuming the 1% property tax increase limitation.

MOTION: Move to adopt Ordinance No. 890.
Picinich/Owel - unanimously approved.

NEW BUSINESS:

Councilmember Owel suggested amending the agenda to allow the Vacation of Erickson Street to come first and to allow the folks present in the audience to make room for those standing in the back.

MOTION: Move to amend the agenda to move number 8, Vacation of a Portion of Erickson Street, to the top of New Business.

Picinich/Ruffo - unanimously approved.

1. First Reading of Ordinance - Vacation of a Portion of Erickson Street. Ms. Morris explained that the public hearing had been held, and that she would amend the ordinance to include language regarding the installation of a gate. Discussion regarding a timeline for installation led to the following motion.

MOTION: Move to recommend language be included in the ordinance per the Fire District's recommendation to install an opticom gate within three months of the vacation.

Ruffo/Owel - unanimously approved.

2. Avalon Woods Request. Mark Hoppen, City Administrator, introduced representatives from Avalon Woods.

Dave O'Dell - 4110 97th St. Ct. NW. Mr. O'Dell gave a history of the Sportsman's Club, and an overview of the safety concerns regarding the close proximity of residents and children attending the Christian Preparatory Academy. He passed out a packet of information, adding that the intent is not to close the Sportsman Club forever, but just until an assessment of the site could be completed to evaluate the danger to the public and all the safety concerns resolved.

Mike Sugg - 9921 41st Avenue NW. Mr. Suggs addressed several letters to the editor of the Gateway. The first, written by Thomas Haxton, cited the discovery of rounds of ammunition found outside the rifle-pistol range by the President of the Sportsman Club, and the lack of concern for safety from the current Gun Club leadership. He then addressed the letter about the relocation of the club to Kitsap County, adding that Kitsap County had turned down the application and were in the process of passing laws requiring compliance with NRSC safety guidelines. He asked how much longer the community would be willing to allow this safety concern to continue and the city's liability if an injury were to occur now that they have been alerted to the danger. He said that their group was dedicated to working to resolve the issues.

Mark Schaefer - 9913 41st Ave NW. Mr. Schaefer referred to the packet of information and gave a history of events since the stray round was fired. He addressed the business license regulations regarding safety and the lack of a written operations policy by the Sportsman's Club, giving an overview of the NRA gun range requirements. He said that a copy of the proposed ordinance regarding gun clubs from City of Redmond had been included the packet with a list of recommended addendums for Council to consider. He then talked about the recent State of Texas legislation governing outdoor shooting ranges.

Dave O'Dell. Mr. O'Dell spoke again, recommending that the gun club have a consultant, approved by the city, examine the ranges to determine compliancy with minimum NRA range standards. He also recommended a requirement for abatement of lead shot if it could not be verified that it has been done in the past five years per EPA. He asked that the city draft an ordinance addressing public safety, hours of operation, noise levels, setting minimum range standards and EPA standards for lead recovery. He finalized that the club not be allowed to

reopen until all the requirements are met. He said that by working together, he hoped that a solution could be found.

Greg Lipsee - Principal of Christian Academy - 9911 Burnham Drive. Mr. Lipsee explained that the school was next door to the club. He said that the club had posed no problems in the past, but if there is the possibility of an injury to his students or staff, he wished to address the issue. He added that lead reaching the water system was also a concern.

Kirk Allen - 3914 100th St. NW. Mr. Allen explained that he was Treasurer of the Avalon Woods Homeowners Association at the Village. He said that a citation had not been issued against the Sportsman's Club, and no ballistic report had returned to prove that the bullet came from the club. He talked about noise regulation and jurisdiction, adding that if a citation had not been issued, then they must be in compliance or the city is not regulating or enforcing existing laws. He placed the responsibility on the homeowners for purchasing property adjacent to a gun range. He said that it was not the place of government to surround an entity in order to shut them down.

Phil Canter - 13915 52nd Ave NW. Mr. Canter addressed the issue of relocation of the Gig Harbor Sportsman's Club. He said that the previous comment that the NRA regulations were put in place during the application process is not correct, adding that these rules were already in place in Kitsap County. He talked about his relationship with the Sportsman's Club, and recommended having qualified range officers inspect the ammunition prior to firing, and having the NRA technical team inspect the premises and evaluate procedures rather than closing the club. Councilmembers asked questions about hours of operation, ammunition, and accepting advice from the NRA. Mr. Canter advised Councilmembers that he could not speak for the Sportsman's Club.

David Gordon - 10220 51st St NW. Mr. Gordon explained that he was a member of the Sportsman's Club and gave an overview of the membership. He called the issue of the stray bullet an aberration, adding that this one incident should not be used as an opportunity for the Avalon Woods residents to enlist Council's support to make the pursuit of a hobby impossible. He said that efforts had been made to include information regarding the Sportsman's Club on title reports for surrounding properties, and talked about the hours of operation and special events. He asked that Council not pass a law that would make their pursuit of a hobby difficult. He then answered Council's questions regarding the club rules and regulations.

Doug Tensler - PO Box 944. Mr. Tensler explained that he is the President of the Sportsman's Club. He agreed that the stray bullet was indeed an unfortunate incident and an aberration. He read language from the Avalon Woods Development site plan which advised property owners of the location of the Sportsman's Club, that they would be subject to gunshot noise, that they should take appropriate precaution for children and pets, and to incorporate trees in the landscaping to mitigate noise. He continued to say that the club is foremost concerned with safety, then read testimony regarding sports clubs across the nation that are under attack from surrounding development. He said that the Sportsman's Club is willing to work with the Avalon Woods' residence for a reasonable solution.

Mr. Tensler addressed several questions from Councilmembers. He explained that they had investigated the stray bullet themselves as well as cooperating with the Police Department, adding that they feel confident that the round did not come from their grounds. He answered questions regarding safety procedures at the club, adding that they have called the Sheriff's Department several times regarding shooting out on the pole-line road and gravel pit, a major safety concern. He discussed what measures have been taken since 1994 to increase safety at the club and to bring it into compliance. He then addressed concerns regarding the fencing, giving a history of the agreement with John Holmaas and Wade Perrow. He continued to answer questions about the posted hours of operation.

David Jebsen - 9810 43rd Ave NW. Mr. Jebsen talked about the noise from the club, explaining that he knew about the club when he moved in, but felt misled about the hours of operation, the danger, and about the buffering from the club that was removed when the Gig Harbor Business Park was developed. He said that the gun club is unsafe, intolerable, and has no business in a residential community.

Doug Nesbitt - 4205 99th St. Ct. Mr. Nesbitt played one minute of recorded gunfire that he taped from the deck of his home, illustrating the noise from the club on a typical Thursday evening. He invited Councilmembers over to his house on a Thursday evening to listen for themselves.

Don Thompson - 9716 43rd Ave NW. Mr. Thompson explained that he had invited Councilmembers to his house 3-1/2 years ago to listen to the same noise. He extended the invitation urging Council to take the opportunity to hear the noise for themselves.

Doug Tensler. Mr. Tensler responded to the Mayor's request that he describe the functions on Thursday evening. He said that for 47 years, the club members have been shooting on Thursday evening starting at approximately 6:30 p.m. He gave an overview of the different programs sponsored by the club, some involving local high schools. He then invited Councilmembers to attend a function on Thursday evening to observe safety measures and the number of participants. He described the configuration of the lanes at the club, adding that there are several other outdoor ranges located within city limits in the Puget Sound. He was then asked to address the concerns about lead contamination reaching the groundwater. He explained that the water source incoming and outgoing is tested with no change in 50 years, so lead is not an issue.

Dan Silberman - Northridge Associates. Mr. Silberman lives adjacent to Avalon Woods and the Sportsman's Club. He said that he had lived there for five years, and agreed that the recording played earlier is an accurate representation of the noise on Thursday evenings until 10:00 p.m. He added that the changing times require some negotiation.

Someone in the audience asked if it was possible for someone to come into the club and shoot unsupervised and what the age limits are to shoot at the club.

Rick Gaida - Range Security Officer. Mr. Gaida explained that shooting is supervised at all times. He described the training requirements for range officers, adding that the range is locked when not in use, and there is a 24-hour caretaker on the grounds at all times. The configuration of

the ranges was illustrated to Council on the whiteboard. He concluded by saying that they are aware of the noise problem needing to be addressed, and are in the process of trying to move the facility.

MOTION: Move to direct the City Attorney to present a number of alternatives, including an ordinance based on police powers to regulate the Sportsman's Club and to bring these recommendations back at the next meeting for consideration.
Owel/Young -

Councilmember Ruffo encouraged an effort to include input from all parties. Mark Hoppen suggested that after the recommendations come to Council, that a workshop involving the stakeholders be scheduled to make a recommendation for final approval.

AMENDMENT: To include the scheduling of a workshop to the motion.
Ruffo/Picinich - unanimously approved.

Councilmember Young thanked all for participating, adding that both parties have valid concerns. He continued to say that the issues are a product of growth and the question is where to go from here. He discussed property owner's rights, stating that the Sportsman's Club does not have the right to dictate the development surrounding them. He said that the issues need to be addressed, adding that the noise issue will probably not be completely abated, but the one thing that needs to be assured, is the safety of the surrounding properties. He said that an escaped round from the gun club is unacceptable and a direct threat to the health and safety of the citizens of Gig Harbor. He recommended that Council consider closure of any lanes that the bullet could possibly have come from until it could be proven that the round did not come from there. Councilmember Ekberg asked Legal Counsel to include the closure of certain lanes as one of the alternatives.

AMENDED MOTION: Move to direct the City Attorney to present a number of alternatives, including an ordinance based on police powers to regulate the Sportsman's Club and to bring these recommendations back at the next meeting for consideration. At that time a worksession, to include all stakeholders, will be scheduled to consider the alternatives.
Owel/Young - unanimously approved.

The Mayor announced a recess at 8:55 p.m. The meeting resumed at 9:08.

3. School District Field Support Resolution. Mark Hoppen explained that at the last meeting he was directed to return with a resolution in support of the initiative to spend ZooTrek money on the Gig Harbor Peninsula on existing facilities, mainly school fields. He described the funding and how the money can be utilized. He answered questions regarding partnering with the school district for use of the fields. Councilmember Young voiced his concerns that the Peninsula had not had the full support that it should have. He made a recommendation to add language to the resolution.

MOTION: Move to amend the resolution, adding "Further, the City of Gig Harbor stresses the importance of continued support and funding of parks in the greater Gig Harbor community."
Young/Ekberg - unanimously approved.

MOTION: Move to adopt Resolution No. 577 as amended.
Picinich/Owel - unanimously approved.

4. Pierce County Interlocal Agreement - Fire Investigation Services. John Vodopich presented this agreement with the Pierce County Fire Marshal office to conduct fire investigations. He gave an overview of the costs, adding that the cost is determined by a five-year rolling average of the number of investigations required.

MOTION: Move to authorize the Mayor to sign the interlocal agreement with Pierce County for fire investigation services.
Ruffo/Picinich - six voted in favor. Councilmember Dick abstained as an employee of Pierce County.

5. Resolution Authorizing Amendments to the Pierce County Countywide Planning Policies. John Vodopich presented these proposed amendments to the Countywide Planning Policies addressing buildable lands program required by state statute. Mayor Wilbert and Mark Hoppen answered questions regarding the tiering concept that was being eliminated by the amendments.

MOTION: Move approval of Resolution No. 578 authorizing amendments to the Pierce County Countywide Planning Policies.
Ruffo/Picinich - six voted in favor. Councilmember Dick abstained as an employee of Pierce County.

6. Authorization for the Use of Uniforms and Hold Harmless and Indemnity Agreement. Lieutenant William Colberg presented this agreement to authorize the officers to wear their uniform during off-duty functions. Councilmember Ekberg asked about insurance coverage and whether Carol Morris had a recommendation on the agreement. Carol explained that Scott Snyder had drafted the agreement and that she had not reviewed it.

MOTION: Move to table this item until Carol Morris has had an opportunity to review the document and make a recommendation.
Ekberg/Picinich - unanimously approved.

7. First Reading of Ordinance – School Impact Fees. Carol Morris explained that this ordinance came at the request of Councilmember Young, and that a similar ordinance and interlocal agreement had come up before, but it was not acceptable to the school district. She explained that these revised documents use the current impact fee framework, and that the procedures follow the last discussion with the school district with regard to appeals, collection and distribution of fees. She said that one issue that had not been addressed was the appeal of the School District to the fee that is determined by the city. She said that this ordinance would allow

the city to impose school impact fees the same as for transportation and park impact fees, adding that the school would have to submit the information to complete the formula. Mark Hoppen explained that he was waiting for direction from Council before moving forward and submitting a copy of the documents to the School District for review. Councilmember Dick asked that the documents be given to the School District for their review and comment.

Jack Darragh - 3620 40th St. Ct. Mr. Darragh explained that he had pursued School Impact Fees for many years and thanked Councilmember Young for bringing it back for consideration. He also thanked Councilmember Pasin for his service on the Council, asking that he consider future volunteering or political participation. He addressed concerns with the ordinance and the distribution of fees, then handed out a copy of a study regarding impact fees, stating that the study shows that impact fees reduce the cost of housing because supplies match the real demand.

Mark Hoppen answered questions regarding the collection of fees through the SEPA process versus an impact fee imposed by the city.

8. First Reading of Ordinance - 2002 Budget. David Rodenbach said that the changes from the Budget Workshops had been added to the ordinance, and the only substantive change was the increase to the Park Budget for benches and informational signage. This will return for a second reading at the next meeting.

9. First Reading of Ordinance - SEPA Authorization Amendment. Carol Morris explained that she drafted this ordinance based upon the challenge of the School Impact Fees in the recent lawsuit made by Bill Lynn, attorney for the Harborwood West Developer. The main challenge was that the city SEPA ordinance did not have a specific policy addressing school mitigation fees, so a policy has been added so that the School District would not have to face this challenge in the future. This will return for a second reading at the next meeting.

10. First Reading of Ordinance - 57th St. Ct. NW Annexation. John Vodopich, Planning Director, presented the ordinance accepting the annexation of three properties along 57th St. Ct. NW. He added that back in August, Council approved a resolution accepting the annexation petition. He said that the Boundary Review Board has approved the proposed annexation and the adoption of the ordinance will be the final step in the annexation process. This will return at the next meeting for adoption.

11. First Reading of Ordinance - 62nd St. Ct. NW Annexation. John Vodopich, Planning Director, presented this ordinance accepting the annexation of four properties along 62nd St. Ct. NW. He added that back in August, Council also approved a resolution accepting the annexation petition for these properties. He said that the Boundary Review Board has approved this annexation. The adoption of the ordinance will be the final step in the annexation process. This will return at the next meeting for adoption.

STAFF REPORT:

John Vodopich reported that he had followed up on the request at the last meeting and contacted the business owner with the noisy compressor resulting in complaints from residents in Avalon Woods. He added that the plant manager assured him that they would make every effort to implement a solution. He said that he notified the neighbors.

PUBLIC COMMENT:

Jack Bujacich. Mr. Bujacich explained that when the new Catholic School was built at St. Nicholas Church on Rosedale, one entrance was turned into a pedestrian pathway as a requirement of the city. He said with the new configuration in the parking lot, vehicles were having a difficult time, and emergency vehicles could not easily access the church. He added that a fire truck could not negotiate the parking lot at all during a service and the lot was full. He asked that the access be re-opened.

Mark Hoppen explained that the church chose the option of turning the narrow entrance into pedestrian access rather than the more expensive option of constructing sidewalks along Silver Street. He advised Mr. Bujacich to meet with Leonard Spadoni, Dave Brereton, and Chris Munter to discuss alternatives to the design.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Jim Pasin congratulated Jim Franich on the results of the election. He thanked everyone for the opportunity to learn and grow. He said that he looked forward to working with Council and Staff in the future.

Mayor Wilbert thanked Jim for his willingness to serve, adding that he brought a valuable voice from the Westside. She asked him to keep in touch, and to let her know which committee he would like to serve on next.

Councilmembers took turns thanking Councilmember Pasin for his service, complimenting his professionalism, consciousness, preparedness, and sharing of information.

ANNOUNCEMENT OF OTHER MEETINGS:

Ribbon-cutting ceremonies on Saturday, at Les Schwab and a Dentist at the Gig Harbor Corporate Center.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.3 1.110(I).

MOTION: Move to adjourn at 10:20 p.m. to Executive Session for approximately 20 minutes to discuss pending litigation.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 10:40 p.m.
Owel/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:40 p.m.
Young/Ruffo - unanimously approved.

Cassette recorder utilized
Tape 632 - Side A 397 - end.
Tape 632 - Side B 000 - end.
Tape 633 - Both Sides.
Tape 634 - Both Sides.
Tape 635 - Side A 000 - end.

Gretchen A. Wilbert, Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

November 19, 2001

Jacob Moore
3906 67th Ave Ct NW
Gig Harbor, WA 98335

Dear Jacob:

You are to be highly praised and congratulated for your tremendous success in accomplishing the goals in the scouting program to obtain the highest honor in scouting.

The rank of Eagle Scout tells the rest of the world that you have accomplished the skills necessary to contribute leadership in the community. These skills are not commonly found in the general population.

Your citizenship and dedication to duty to God is your gift to the community as well as to yourself and your family. Thank you.

Your time given in volunteer hours with the Eagle Scouts has provided you with a valuable background of experience to meet your goal in life. We offer you congratulations and wish you further success in the future.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor



Boy Scout Troop # 212

Sponsored by:
Chapel Hill Presbyterian Church
7700 Skansie Avenue
Gig Harbor, Wa. 98335

RECEIVED

NOV 15 2001

CITY OF GIG HARBOR

13 November 2001

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

Mayor Wilbert:

My name is Kim Crowder, a volunteer Eagle Scout Committee Representative within the Pacific Harbors Council, Boy Scouts of America. This letter is to ask for your assistance in recognizing the achievements and service of Jacob Moore, a resident of this community and a member of Boy Scout Troop 212.

Would you please be so kind as to send Jacob a letter of greeting, along with any other items you wish to be presented to him during a recognition ceremony to be held on December 16, at 2:00 p.m. at Chapel Hill Presbyterian Church.

Please address your letter and recognitions to Eagle Scout Moore, in care of the following address. All of the recognitions and letters will be compiled, placed in a binder or other suitable keepsake, and after they are read, will be displayed during this special occasion for Jacob.

Jacob Moore
3906 67th Ave Ct NW
Gig Harbor, WA 98335

Thank you very much for taking time from your extremely busy work schedule to help this community and this unit recognize the personal achievement and service of Eagle Scout Moore.

Sincerely,

Kim Crowder
Eagle Scout Committee Representative
Boy Scout Troop 212



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCILMEMBERS AND MARK HOPPEN
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENT TO ART COMMISSION
DATE: NOVEMBER 19, 2001

INFORMATION/BACKGROUND

Due to the expanding responsibilities of the Cultural Arts Commission, Shirley Tomasi has requested that another be appointed in her place on the Gig Harbor Arts Commission.

Betty Willis has been recommended by Shirley and Dawn Stanton, Chair for the Gig Harbor Arts Commission.

RECOMMENDATION

City Council approve the appointment of Betty Willis to the Gig Harbor Arts Commission.

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:11/05/01

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20020131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 JEKYLL AND HYDES PUB, INC.	JEKYLL AND HYDES PUB 3222 56TH ST GIG HARBOR WA 98332 0000	082991	SPIRITS/BR/WN REST LOUNGE -
2 JT'S ORIGINAL LOUISIANA BAR-B-	JT'S ORIGINAL LOUISIANA BAR-B-QUE 4116 HARBORVIEW DR GIG HARBOR WA 98332 0000	078469	BEER/WINE REST - BEER/WINE OFF PREMISES
3 HARBORVIEW GROCERY INC	HARBORVIEW GROCERY & DELI 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	GROCERY STORE - BEER/WINE
4 KEIKO'S ENTERPRISE, INC.	WASABI JAPANESE RESTAURANT 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE

RECEIVED
NOV 7 - 2001
CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on JANUARY 31, 2002. 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 JANUARY 31, 2002, 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

RECEIVED
NOV 7 - 2001
CITY OF GIG HARBOR

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID BRERETON, INTERIM PUBLIC WORKS DIRECTOR *Dave*
MARK HOPPEN, CITY ADMINSTRATOR
SUBJECT: ORDINANCE FOR ERICKSON STREET VACATION
- SECOND READING
DATE: NOVEMBER 19, 2001

INTRODUCTION/BACKGROUND

On November 13, 2001, a public hearing was held regarding the proposed vacation of the public vehicular easement for Erickson Street, which lies between McDonald Avenue and Soundview Drive. Erickson Street was designed and constructed as part of the Spinnaker Ridge PUD in September 1985. As indicated on the approved Plat, the street was designed to meet the Public Works Standards at that time, including a 60-foot wide right-of-way that was dedicated to the City of Gig Harbor upon completion of the plat.

In a November 1, 2001 letter from Prevention Specialist Steve Bowman of Fire District 5, Mr. Bowman details the Fire District's policy when access is required by the Fire Department (see the attached letter). Fire District 5 recommends that the gate or gates be automatic with opticom controls and Knox controls on both the East and West sides of the gate(s); a design of the gate(s), including a site plan and specifications, be approved by Pierce County Fire District 5 prior to installation; the gate(s) shall have opticom controls with a Knox system for over-riding the automatic system; and the gate(s) shall be designed and constructed to maintain the minimum access width of 24 feet for a single roadway and 15 feet for each lane of a two roadway entrance.

FISCAL CONSIDERATIONS

Because the City currently has no plans for improvements to Erickson Street, this vacation will have no fiscal impact on the City's future budgets. However, the City will not need to include Erickson Street in its general maintenance and street operation activities, so the City's costs will be reduced accordingly.

RECOMMENDATIONS

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



Fire Prevention Division
6711 Kimball Drive, Gig Harbor, Washington 98335
Tel: 253-851-5111 Fax: 253-858-5035

RECEIVED

NOV 06 2001

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

November 1, 2001

David Brereton, Acting Public Works Director
Public Works Department
City of Gig Harbor
3101 Judson Street
Gig Harbor, WA 98335

Re: Access Roadway – Erickson Street – Proposed Gate

Dear Mr. Brereton,

It has come to my attention that the City of Gig Harbor will be considering the vacation of a portion of Erickson Street. Pursuant to our conversation on this date, I am providing for your consideration the following policy that is being used by Pierce County Fire District 5 when reviewing applications to install gates across roadways where access is required by the Fire Department:

Ruling / Interpretation:

UFC 902.2.1, "Fire apparatus access roads shall be provided in accordance with Sections 901 and 902.2" Gates may be installed across fire lanes as follows:

"Primary fire lanes (as designated by Pierce County Fire District 5) may be gated by metal gates and boom gates (design to be approved by Pierce County Fire District 5) when the gate is automatic, has opticom controls and a Knox system for over-riding the automatic system."

It is the Fire Department's recommendation that when the necessary documents are drafted for the vacation of a portion of Erickson Street that the following wording or some facsimile thereof be made part of the vacation:

1. The gate or gates be automatic with opticom controls and Knox controls on both the East and West sides of the gate(s).
2. A design of the gate(s), including a site plan and specifications, shall be approved by Pierce County Fire District 5 prior to installation.

✓
RECEIVED

NOV 06 2001

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

3. The gate(s) shall have opticom controls with a Knox system for over-riding the automatic system.
4. The gate(s) shall be designed and constructed to maintain the minimum access width of 24 feet for a single roadway and 15 feet for a each lane of a two roadway entrance.

Thank you for your consideration to address the concerns of this Department.

Sincerely,



Steve Bowman
Prevention Specialist
Pierce County Fire District 5

Cc: Eric Watson, Assistant Chief, PCFD5
Penny Hulse, Prevention Division Chief, PCFD5

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
GIG HARBOR, WASHINGTON, VACATING THE PORTION
OF ERICKSON STREET, LYING BETWEEN MCDONALD
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN
GIG HARBOR, WASHINGTON.**

WHEREAS, the Spinnaker Ridge planned unit development ("PUD") was approved by the City of Gig Harbor in September of 1985; and

WHEREAS, Spinnaker Ridge was approved upon condition that Erickson Street, a public street located entirely within the PUD, would be constructed to meet public works standards; and

WHEREAS, the developer of the Spinnaker Ridge PUD constructed Erickson Street as required by the PUD conditions, and dedicated the Street and a 60-foot wide right-of-way to the City upon plat approval; and

WHEREAS, included in the Spinnaker Ridge approval was the provision that while Erickson Street would not be constructed as a through street at that time, the City Council reserved its ability to open Erickson Street at a later date to make it a through street; and

WHEREAS, the City Council recently considered the question whether or not the street would be opened as a through street; and

WHEREAS, the residents of Spinnaker Ridge objected to the opening of Erickson Street as a through street and other members of the public supported the through street concept; and

WHEREAS, the City Council considered various options to the opening of Erickson Street, one of which was to vacate the easement for public travel on the Street and turn over ownership, maintenance and operation of the Street to the residents of Spinnaker Ridge; and

WHEREAS, the City Council thereafter passed Resolution No. 574 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on November 13, 2001, and at the conclusion of such hearing determined that the aforementioned right-of-way should be vacated; Now, Therefore,

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

Section 1. Findings and Conclusions. Pursuant to GHMC Section 12.14.018(D), the City Council makes the following findings and conclusions:

A. **Erickson Street wasn't acquired at City expense.** Erickson Street was constructed by the developer of Spinnaker Ridge and later dedicated to the City.

B. **Erickson Street isn't needed for public vehicular travel.** Erickson Street is a local access road only and is not a through street. The persons using Erickson Street for vehicular travel are the residents of Spinnaker Ridge, their families, friends and persons providing services and goods to those residents.

The City has no future need for Erickson Street in the City's street system. No improvements were planned for Erickson Street in the City's Six-year Road Plan or the City's Transportation Comprehensive Plan. The configuration of Erickson Street (if left unopened) and the development

of surrounding properties precludes any use by the City of Erickson Street as any thing other than a local access street for the Spinnaker Ridge planned unit development.

C. Costs associated with Erickson Street. The costs associated with Erickson Street involve those costs related to street maintenance activities that the City performs on all City streets, such as street sweeping, sealing and snow removal.

D. Gate to be Installed. As a condition of a street vacation, and to ensure that emergency vehicle access to the surrounding area is not impaired, Pierce County Fire District No. 5 has recommended that the existing gate across Erickson Street at McDonald Avenue be made automatic with opticom controls and Knox controls on both the East and West sides of the gate. The Fire District has asked that the design of the gate, including a site plan and specifications be approved by them prior to installation. These Fire District requests are documented in a letter dated November 1, 2001 to Dave Brereton, Interim Public Works Director, from Steve Bowman, Prevention Specialist, Fire District No. 5. Installation of the gate is to be completed within 90 days of completion of the annexation.

Section 2. Street Vacated. After making the above findings regarding the proposed street vacation, the City Council finds that the easement for public vehicular travel on Erickson Street, as the Street is more particularly described in Exhibit A, shall be vacated upon the conditions set forth herein.

Section 3. Reservation of Easement. The City Council finds that after the easement for public vehicular travel is vacated in Erickson Street, the City shall retain an easement in the street for the following purposes: public pedestrian travel; existing or future public utilities, including but not

limited to: water, sewer, storm, electricity, gas, telephone, and cable services for the 60 foot right-of-way area of Erickson Street, as it is currently configured and legally described in Exhibit A.

Section 4. No Payment Required. Pursuant to GHMC Section 12.14.018, this vacation does not require the payment by the property owners to the City, as the City Council has made a finding (in Section 1) that the street vacation meets the criteria in GHMC 12.14.018(D).

Section 5. Installation of Controls on Gates. The Spinnaker Ridge Homeowners' Association shall be allowed three months from the date of this Ordinance to install the type of gate(s) recommended by Pierce County Fire District No. 5.

Section 6. Effective Date. If the Spinnaker Ridge Homeowner's Association provides proof of installation of the gate controls and approval by the Fire District within three months of the date of this Ordinance, the street vacation shall be effective. Otherwise, this street vacation shall be null and void. After receipt of such proof, the City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor. This ordinance shall take effect five days after publication, which shall take place only after the above street vacation conditions have been satisfied as required herein.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
GIG HARBOR, WASHINGTON, VACATING THE PORTION
OF ERICKSON STREET, LYING BETWEEN MCDONALD
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN
GIG HARBOR, WASHINGTON.**

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

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

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

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
SUBJECT: SECOND READING - 2002 BUDGET ORDINANCE
DATE: NOVEMBER 20, 2001

BACKGROUND

The total budget is \$28,596,422, an increase of \$1,257,852 (4.6%) over the 2001 budget. Total budgeted expenditures consist of budgeted expenditures in the amount of \$23,603,101 and budgeted ending fund balance of \$4,993,321.

Capital projects expenditures account for 36% (\$10,651,900) of total city expenditures. Some of the projects include construction of the civic center (\$5,400,000), Grandview Street Improvements (\$403,000), design and installation of a remote monitoring and telemetry system (\$100,000), installation of a new water line Burnham Drive to Woodworth Avenue (\$120,000), and continue the design and permitting of the sewer outfall extension (\$150,000).

Salaries and benefits account for 16% (\$4,692,862) of the city's overall budget. This represents an increase of \$226,762 (5.0%) over 2001. The increase is largely due to the planned addition of three positions in 2002 and organizational restructuring discussed below.

POLICY CONSIDERATIONS

Changes to the budget resulting from the October 30 and November 1 study sessions are attached. The Parks budget was increased \$65,000 to include park benches, Skate Park landscaping and pedestrian facilities, signage and contingencies.

This budget implements a significant organizational restructuring by merging the Public Works and Planning and Building Departments into the Community Development Department. The following personnel changes will occur as a result of the reorganization:

- The Planning Director and Public Works Director positions will be eliminated to create the Community Development Director position. The current Planning Director will fill this position.
- The Assistant Public Works Director position will be reclassified to Director of Operations. The Director of Operations will report directly to the Community Development Director and be responsible for the Public Works section of Community Development.
- The Fire Marshall/Building Official position will be reclassified to Planning/Building Manager. The Planning/Building Manager will report directly to the Community Development Director and be responsible for the Planning/Building section of Community Development.

- A position, City Engineer, will be created and filled by the current Project Engineer. The Project Engineer position will remain unfilled for the 2002 budget year.

The salary range for the Community Development Director will be 98% of the Public Works Director position. The salary range for the Director of Operations, Planning/Building Manager and City Engineer will be 85% of the Community Development Director. In order to be equitable within the compensation system, the Police Lieutenant will be adjusted to 85% of the Police Chief Salary. The overall impact of these personnel changes to the 2002 budget for salaries and benefits is approximately \$100,000 in savings.

RECOMMENDATION

Staff recommends adoption of the 2002 budget ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO.**

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,
WASHINGTON, FOR THE 2002 FISCAL YEAR.

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2002 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 26, 2001 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 2002 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 2002 proposed budget; and

WHEREAS, the 2002 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2002 and being sufficient to meet the various needs of Gig Harbor during 2002.

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2002 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2002 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2002 as set forth below:

2002 BUDGET APPROPRIATIONS

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$1,697,500
02 LEGISLATIVE	30,600
03 MUNICIPAL COURT	299,550 298,550
04 ADMINISTRATIVE/FINANCIAL	656,700 656,400
06 POLICE	1,625,361 1,620,961
14 PLANNING / BUILDING	842,605 791,705
15 PARKS AND RECREATION	477,700 503,100
16 BUILDING	115,700 109,800
19 ENDING FUND BALANCE	2,415,359 2,452,459
001 TOTAL GENERAL FUND	8,161,075
101 STREET FUND	3,149,186
105 DRUG INVESTIGATION FUND	10,368
107 HOTEL-MOTEL FUND	293,756
109 PROPERTY ACQUISITION FUND	1,482,931
203 '87 GO BONDS - SEWER CONSTRUCTION	67,684
208 LTGO BOND REDEMPTION	755,339
209 2000 NOTE REDEMPTION	1,261,625
301 GENERAL GOVT. CAPITAL ASSETS	5,634,681
305 GENERAL GOVT. CAPITAL IMPROVEMENT	449,462
309 IMPACT FEE TRUST	676,800
401 WATER OPERATING	819,176
402 SEWER OPERATING	1,582,895
407 UTILITY RESERVE	650,984
408 UTILITY BOND REDEMPTION FUND	666,814
410 SEWER CAPITAL CONSTRUCTION	1,402,851
411 STORM SEWER OPERATING	669,497
420 WATER CAPITAL ASSETS	859,577
605 LIGHTHOUSE MAINTENANCE TRUST	<u>1,721</u>
TOTAL ALL FUNDS	<u>\$ 28,596,422</u>

Section 3. Attachment "A" is adopted as the 2002 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2002 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five (5) days after its publication according to law.

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 26th day of November, 2001.

Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk:

Passed by the city council:

Date published:

Date effective:

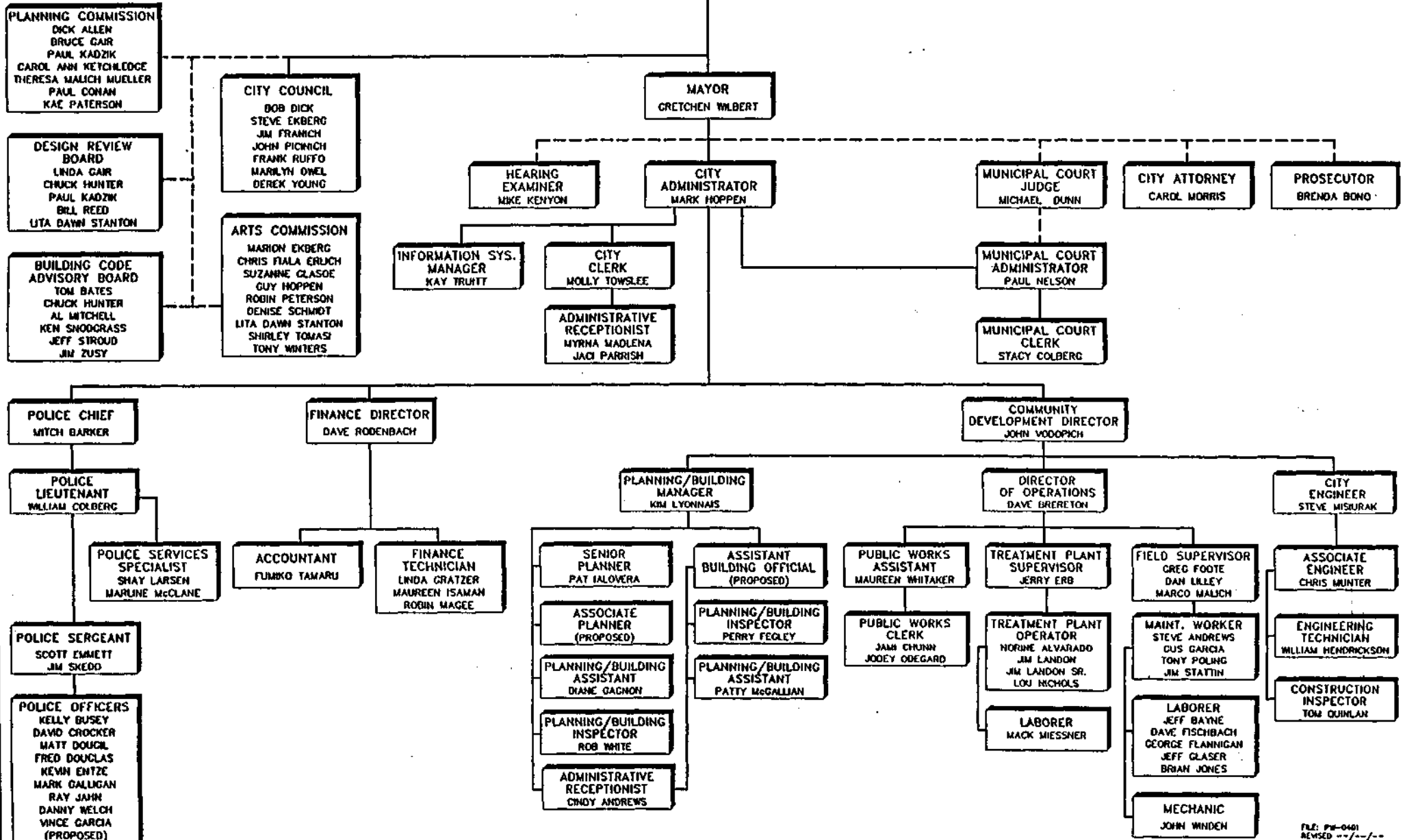
ATTACHMENT "A"

2002 Salary Schedule

POSITION	Minimum	Maximum
City Administrator	\$6,289	\$7,861
Public Works Director	5,550	6,938
Chief of Police	5,482	6,853
<u>Community Development Director</u>	<u>5,439</u>	<u>6,799</u>
Planning Director	5,306	6,633
Finance Director	5,220	6,525
Police Lieutenant	<u>4,660</u> 4,572	<u>5,852</u> 5,715
<u>Director of Operations</u>	<u>4,625</u>	<u>5,781</u>
<u>City Engineer</u>	<u>4,625</u>	<u>5,781</u>
<u>Planning/Building Manager</u>	<u>4,625</u>	<u>5,781</u>
Assistant Public Works Director	4,353	5,441
Information Systems Manager	4,316	5,395
Project Engineer	4,287	5,359
City Clerk	4,213	5,266
Fire Marshal/Building Official	4,085	5,106
Police Sergeant	4,054	5,068
Public Works Supervisor	4,029	5,036
Sewer Plant Supervisor	4,029	5,036
Senior Planner	3,979	4,974
Associate Engineer	3,862	4,828
Accountant	3,619	4,524
Field Supervisor	3,602	4,503
Assistant Building Official	3,569	4,461
Associate Planner	3,565	4,456
Police Officer	3,525	4,406
Court Administrator	3,383	4,229
Planning/Building Inspector	3,341	4,176
Construction Inspector	3,337	4,171
Engineering Technician	3,305	4,131
Sewer Plant Operator	3,286	4,108
Mechanic	3,213	4,016
Maintenance Worker	3,194	3,993
Public Works Assistant	2,875	3,594
Planning-Building Assistant	2,752	3,440
Finance Technician	2,712	3,390
Court Clerk	2,590	3,238
Laborer	2,579	3,224
Police Services Specialist	2,470	3,088
Public Works Clerk	2,259	2,824
Administrative Receptionist	\$2,259	\$2,824

CITY OF GIG HARBOR ORGANIZATIONAL CHART

GIG HARBOR CITIZENS



2002 - 2007
NARRATIVE OF GOALS

1. **Concurrency and impact fee program.** Implement the city's adopted Concurrency and Impact Fee ordinances in support of the parks, recreation and open space program. 2002 - 2007.
2. **Tallman Wetlands.** Continue to work with the property owner(s)/developer(s) to develop plans and construct improvements for passive recreational use of the Tallman wetlands. **Ongoing.**
3. **WSDOT.** Continue to work with Washington State Department of Transportation staff to develop plans for, and install and maintain landscape improvements at the Olympic Drive and Wollochet Drive/Pioneer Way interchanges with State Route-16. **Ongoing.**
4. **Grants.** Continue to search and apply for grant funds to complete the design, and construct the Harborview Drive Street End Viewpoint project in conjunction with improvements to Harborview Drive south of Soundview Drive, and to acquire and/or develop park, recreation and open space consistent with the adopted Parks, Recreation and Open Space Plan. 2002 - 2007.
5. **Parks, Recreation and Open Space Plan.** Update the Parks, Recreation and Open Space Plan on an annual basis, with a major update scheduled at five-year intervals, in conjunction with updates to the city Comprehensive Plan. 2002 - 2007.
6. **Wilkinson property.** Provide direction for creating a cooperative volunteer program to restore and maintain the Wilkinson property, and provide passive recreational features and support facilities including pedestrian paths, picnic tables, benches, drinking fountain, and restrooms. 2003—2006.
7. **City parks.** Construct improvements at City Park at Crescent Creek, Jerisich Park, Borgen Park and Grandview Forest Park (See also site specific projects). 2002 - 2007.
8. **Cushman Trail.** Continue to coordinate the design and construction of the Cushman Trail from Reid Drive and 34th Street to Hunt Street. Continue to develop in conjunction with Tacoma Public Utilities staff a plan for development of the Cushman Trail in the powerline right-of-way within the city limits in exchange for maintenance and security monitoring. 2002.
9. **Gig Harbor Peninsula Historical Society and Museum.** Provide support for the current Gig Harbor Peninsula Historical Society and Museum use of the Mckenzie Building, and development of their new facilities north of Austin Street and east of Harborview Drive. 2002 - 2007.
10. **Harborview Drive Street End Viewpoint.** Design and construct and apply for IAC grant funding for construction of the Harborview Drive Street End Viewpoint, including storm drainage improvements, and extension of the bulkhead/retaining wall on the south side of the existing wall to protect the embankment, and provide beach access utilizing property purchased in 1999. Viewpoint construction will be contingent on available

funding and permits. (consistent with commitments made to area residents during design review meetings conducted in 1999). **2003.**

- 11. Jerisich Park.** Design and construct landscaped pedestrian facility improvements, including widened sidewalk, street trees, ornamental planting areas, benches, and stamped concrete and lighted pedestrian crossings, and/or decorative stamped concrete, on the Harborview Drive frontage at the intersection with Rosedale Street. Work will need to incorporate undergrounding of overhead utilities, and water and sanitary sewer line improvements. **2002 - 2004.**
- 12. Westside pedestrian corridor.** Design and construct a pedestrian corridor utilizing portions of the sanitary sewer easement to connect the west end of 45th Street to Olympic Drive and 56th Street on the north. Improvements to include architectural lighting, landscaping, and benches. **2002 - 2004.**
- 13. Soundview Drive pier.** Develop a plan, and submit grant and permit applications for construction of a public pier and pedestrian facilities on city property at the north end of Soundview Drive. **~~2002-2003~~ - ~~2003~~2005.**

2002

NARRATIVE OF OBJECTIVES

1. **Jerisich Park.** -Design and construct a pedestrian bulb out section in front of Jerisich Park along Harborview Drive. Improvement will connect with the pedestrian pathway down Rosedale Street and incorporate stamped concrete and bollards. **-\$15,000 - October.**
2. **Harborview Drive Street-End Viewpoint.** Complete miscellaneous pedestrian improvements at the street end in conjunction with completed Harborview Drive Improvements. **-\$10,000 - December.**
3. **Cushman Trail project.** - Participate with Pierce County Parks and Recreation in the design and construction of the Cushman Trail project. Pierce County Parks and Recreation, as lead agency with city participation, received ISTEAs-STP (Intermodal Surface Transportation Efficiency Act - Surface Transportation Program) funds to develop a nominal 16-ft. wide asphalt surface extending from the 34th Street/Tacoma Public Utilities right-of-way intersection with Reid Drive on the south, to the Pierce Transit Park and Ride on the north (See Streets, "Kimball Drive Park and Ride and Pioneer Way Improvements). Portions of the trail will serve as a maintenance road for Tacoma Public Utilities. Where feasible, the pedestrian portion will be separate from the section for wheeled conveyances. Continue to develop in conjunction with Tacoma Public Utilities staff a plan for development of the Cushman Trail in the ~~powerline~~power line right-of-way within the city limits in exchange for maintenance and security monitoring. **-\$30,000 - December.**
4. **Streetscapes.** Install additional street planters and landscape improvements in the Harborview Drive-North Harborview Drive, Borgen Blvd. and Point Fosdick Drive corridors. **\$10,000 - December.**
5. **Pedestrian facilities.** Continue to work with Pierce Transit and the Planning Department for design and construction of additional Gig Harbor transit/pedestrian shelters (~~Estimated cost is \$5,000~~). **-\$5,000 - December.**
6. **Sign repairs.** Sign repairs, and/or replacement(s), at the city's parks, and gateways. ~~\$5,000~~**\$15,000 - December.**
7. **Drinking fountains.** Identify locations and install drinking fountains at various locations along pedestrian pathways and city Parks. **-\$2,500 - December.**
8. **City Park improvements.** Replace the existing overhead power service to the kitchen facility with underground power supply. Install two new irrigation meters at the ball fields. **\$3,500 - May.**
9. **City baseball field upgrade.** Re-grade the city baseball field and incorporate soil additives to improve drainage. **\$5,000 - May.**
10. **Resurface basketball court.** Re-surface the basketball court at the City Park. **\$3,000 - May.**

11. **McDonald Street pedestrian corridor.** Design and construct a pedestrian corridor along McDonald Street linking the Civic Center and Grandview Forest trail system on the north with the pedestrian facilities in the commercial and medical office campus on the south. Improvements may include architectural lighting, landscaping, and benches. **\$10,000 - December.**
12. **Harborview Drive winter holiday decorations.** Decorate streetscape along Harborview Drive with cedar garlands throughout the winter holiday season. These would be decorated with 4" bows to bring a warm, festive look to the harbor. **\$2,500 - November.**
13. **Develop an Arts Commission Project Support Program.** Develop an Arts Commission Project Support Program to provide funding to nonprofit arts and cultural arts organizations that provide events for the benefit of city residents. The program will also fund non-profit organizations that want to do arts projects that involve city residents, such as community service organizations, civic organizations, or libraries. Projects that benefit city residents are the core focus of the Project Support Program. Project grants can include concerts, theatre productions, visual art exhibits, art festivals, or a broad range of arts-related services. **\$10,000 - December.**
14. **Grandview Forest Park.** Place scenic benches in rest areas and develop a landscape plan in the easement adjacent and south of Grandview Forest Park. Seek volunteer assistance to implement the plan. **\$10,000 - December.**
15. **Informational Signage.** Coordinate with the Historical Society to provide informational signage and markers at historically significant locations throughout the city. **\$15,000 - December.**
16. **Skate Park.** Install additional landscaping, irrigation and pedestrian facilities, also work with Pierce Transit in the construction of a bus shelter and pedestrian improvements at the Kimball Dr bus stop adjacent to the skate park. **\$ 10,000 - October.**

- **Tourism Marketing Fund.** This objective continues and enhances the marketing and advertising campaign that has been so successful the past two years. It will focus on the goals and objectives laid out in the Gig Harbor Tourism Strategic Plan. The marketing campaign for 2002 is organized for the most effective use of our tourism dollars on projects and advertising that give us the greatest return on our dollar. All planned spending will be in accordance with the goals of the Tourism Strategic Plan. Expenditures will include: completion of tradeshow exhibit and travel of tradeshow exhibit regionally (\$3,500), marketing for Gig Harbor Quilt Festival (\$1,500), continued management of Gig Harbor Photo Library (\$2,100), design and printing of new Gig Harbor Visitor Survey (\$1,500), design and printing of new co-op brochure to include information previously done separately by local organizations such as the Historical Society, the Chamber and the Cultural Arts Commission (\$8,000), contracting with a distribution service for the most effective distribution of the above-mentioned brochure (\$6,500), advertising placement in the following publications: Washington State Visitors Guide (\$3,000), Washington State Lodging Guide (\$3,000), Pierce County Visitors Guide (\$2,000), Seattle/King County Visitors Guide (\$2,000), Sunset Magazine (\$7,000), AAA Washington Magazine (\$5,500), NW Travel Magazine and Drive Tour Guide (\$2,500), Corporate Meeting Planners Annual Publication (\$3,000), Convention Planners Annual Publication (\$3,000), Washington CEO Magazine (\$2,500). This fund will also cover necessary costs for graphics design service for all above-mentioned projects (\$2,000). **\$58,600.**
2. Hotel – Motel Capital Reserve. Annually, five percent of fund revenues shall be placed in reserve for future capital projects that benefit tourism. In order to provide a start, \$10,000 is placed into reserve for 2002. \$10,000 - January.

2002

NARRATIVE OF OBJECTIVES

1. **Civic Center.** Complete the construction phase of the Civic Center as defined in the Gig Harbor Civic Center Architectural Program dated August, 2000. The current construction contract provides for the construction of a 33,516 SF Civic Center located at the Henderson Bay High School site as well as site improvements surrounding the new Civic Center. This facility will house and support the city's governmental departments as well as serve as a community center for the citizens of Gig Harbor. Construction of the facility began in ~~July~~, July 2001, with the completion estimated to be ~~August~~, August 2002. The project budget has been amended to allow an additional \$20,000 for Public Art. \$5,400,000 - September. Operations are expected to transfer from the old city hall to the Civic Center in September. Costs associated with the functionality of the new building that are not included in the project construction costs are telephone system, copiers, police exercise equipment, miscellaneous furnishings, network communications structures, routers, bridges and hubs, and moving costs. **Estimated cost is \$233,000.**



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: SECOND READING OF ORDINANCE – SCHOOL IMPACT FEES
DATE: NOVEMBER 20, 2001

INFORMATION/BACKGROUND

The attached ordinance relating to school impact fees is consistent with past city efforts to reach accord with the Peninsula School District with respect to an interlocal agreement to utilize such an ordinance. The ordinance identifies the requirement for mutual city and school district interlocal agreement prior to implementation of this ordinance for the purpose of school impact fee assessment.

POLICY CONSIDERATIONS

The attached ordinance is consistent with municipal code already established for the implementation of transportation and parks impact fee systems. Once school impact fees were added to this existing ordinance structure, only school district agreement to an interlocal understanding would be required to implement the city's collection of these fees for school district capital facilities capacity improvements.

RECOMMENDATION

Staff recommends that the City Council review this ordinance, review school district comments on the ordinance, and provide further direction to staff.

DRAFT – November 7, 2001

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE REGULATIONS TO ALLOW FOR THE IMPOSITION OF SCHOOL IMPACT FEES BY THE CITY ON DEVELOPMENT, THE COLLECTION, MANAGEMENT, USE AND APPEAL OF SUCH FEES BY THE SCHOOL DISTRICT, ALL OF WHICH WILL BECOME OPERATIVE AT THE TIME THE CITY COUNCIL ADOPTS A FEE SCHEDULE FOR SCHOOL IMPACT FEES, ADDING A NEW DEFINITION FOR "SCHOOL FACILITIES," AMENDING THE IMPACT FEE CHAPTER TO ELIMINATE ANY VESTING OF IMPACT FEES, PURSUANT TO A RECENT COURT DECISION, MAKING OTHER MINOR CHANGES TO CORRECT TYPOGRAPHICAL ERRORS; AMENDING GIG HARBOR CODE SECTIONS 19.14.010; 19.12.010; 19.12.050, 19.12.070, 19.12.080, 19.12.090, 19.12.100, 19.12.110, 19.12.120, 19.12.130, 19.12.150, 19.12.170.

WHEREAS, the City has adopted impact fees for parks and transportation facilities in chapter 19.12 of the Gig Harbor Municipal Code; and

WHEREAS, the City may adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.100; and

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

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on November 8, 2001, pursuant to RCW 36.70A.106; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of _____ Now, Therefore,

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

Section 1. A new definition is hereby added to Section 19.14.010 of the Gig Harbor Municipal Code:

19.14.010 Definitions. The following words and terms shall have the following meanings for the purpose of chapter 19.10 and 19.12, the concurrency and impact fee chapters, ordinance, unless the context clearly appears otherwise. Terms otherwise not defined herein shall be given the meaning set forth in RCW 82.02.090, or given their usual and customary meaning:

* * *

()¹ "School facilities" means capital facilities owned or operated by governmental entities, such as the Peninsula School District.

* * *

Section 2. Section 19.12.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.010. Authority and purpose.

A. This chapter is enacted pursuant to the City's police powers, the Growth Management Act as codified in chapter 36.70A RCW, the impact fee statutes as codified in RCW 82.02.050 through 82.02.100 ~~chapter 82.02 of the Revised Code of Washington (RCW)~~ chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA), chapter 43.21C RCW.

B. The purpose of this chapter is to:

1. Develop a program consistent with the Gig Harbor parks, open space and recreation plan, six year road plan and the City's comprehensive plan (parks and transportation elements), and capital improvement plan, for joint public and private financing of park and transportation facility improvements necessitated in whole or in part by development in the City. With regard to school facilities, to develop a program for joint public and private financing of school facilities consistent with the capital improvement plan of the School District, as such facilities are necessitated in whole or in part by development in

¹ The definition will be given a number by the City's code reviser corresponding to its alphabetical place in Section 19.14.010.

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the City;

2. Ensure adequate levels of service in public facilities within the city;
3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site parks, school and transportation facilities reasonably related to new development, in order to maintain adopted levels of park service, maintain adopted levels of service on the city's transportation facilities, and to ensure the availability of adequate school facilities at the time of development for school facilities;
4. Ensure that the city pays its fair share of the capital costs of parks and transportation facilities necessitated by public use of the parks and roadway system, and ensure that the school district pays its fair share of the capital costs of school facilities necessitated by public use of the school facilities;
5. Ensure fair collection and administration of such impact fees.

C. The provisions of this chapter shall be liberally construed to effectively carry out its purpose in the interest of the public health, safety and welfare.

Section 3. Section 19.12.050 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

19.12.050 Imposition of Impact Fees.

A. The approving authority is hereby authorized to impose impact fees on new development.

B. Impact fees may be required pursuant to the impact fee schedule adopted through the process described herein, or mitigation may be provided through: (1) the purchase, installation and/or improvement of park, school and transportation facilities pursuant to GHMC 19.12.080(C); or (2) the dedication of land pursuant to GHMC 19.12.080(C).

C. Impact fees:

1. Shall only be imposed for park, school and transportation facilities that are reasonably related to the impacts of development;
2. Shall not exceed a proportionate share of the costs of park, school and transportation facilities that are reasonably related to new development;
3. Shall be used for park, school and transportation facilities that will reasonably benefit the new development;
4. Shall not be used to correct existing deficiencies;
5. Shall not be imposed to mitigate the same off-site park, school and transportation facility impacts that are being mitigated pursuant to any other law;
6. Shall not be collected for improvements to state/county park and transportation facilities unless the state/county requests such improvements and an agreement to collect such fees has been executed between the state/county

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and the city;

7. Shall not be collected for improvements to park, school and transportation facilities in other municipalities or school districts, unless the affected municipality or school district requests ~~such improvement that such~~ impact fees be collected on behalf of the affected municipality or school district, and an interlocal agreement has been executed between the city and the affected municipality or school district for the collection of such fees;

8. Shall not be collected for any development approved prior to the date of adoption of the ordinance codified in this chapter unless changes or modifications in the development requiring city approval are subsequently proposed which result in greater direct impacts on park, school and transportation facilities than were considered when the development was first approved;

9. Shall be collected only once for each development, unless changes or modifications to the development are proposed which result in greater direct impacts on park, school and/or transportation facilities than were considered when the development was first permitted;

10. May be imposed for system improvement costs previously incurred by the city, to the extent that new growth and development will be served by previously constructed improvements, and provided, that such fee shall not be imposed to make up for any system improvement deficiencies; and

11. Shall only be imposed for park and school facilities on residential development.

Section 4. Section 19.12.070 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.12.070 Fee schedules and establishment of service area.

A. Impact fee schedules setting forth the amount of the impact fees to be paid by developers are listed in Appendix B for roads and Appendix C for parks, and Appendix for schools, attached to the ordinance codified in this chapter and incorporated herein by this reference.¹

B. For the purpose of this chapter, the entire city shall be considered one service area.

Section 5. Section 19.12.080 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.12.080 Calculation of Impact Fees.

A. The Public Works Director shall calculate the impact fees set forth in Appendices B and C, more specifically described in the Gig Harbor six-year road

¹ NOTE: There is no Appendix D. The City will not collect impact fees for schools under this chapter until Appendix D is adopted by ordinance.

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plan and the parks, open space and recreation plan. The City Council shall have the final decision on the calculation of the impact fees to be imposed under this Chapter. set forth in Appendix D. These calculations shall:

1. Determine the standard fee for similar types of development, which shall be reasonably related to each development's proportionate share of the cost of the projects described in Appendix A, and for parks shall be calculated as set forth in Appendix C, and for schools shall be as provided in the School District's capital facilities plan;

2. Reduces the proportionate share by applying the benefit factors described in this section;

B. In calculating proportionate share, the following factors will be considered: ~~director shall:~~

1. Identify all park, school and transportation facilities that will be impacted by users from each development;

2. Identify when the capacity of a park, school or transportation facility has been fully utilized;

3. Update the data as often as practicable, but at least annually;

4. Estimate the cost of constructing the projects in Appendix A for roads as of the time they are placed on the list, and the cost of maintaining the City's level of park service as shown on Appendix D, and the costs relating to the construction of new schools in Appendix D, and then update the costs estimates at least annually, considering the:

a. Availability of other means of funding park, school and transportation facilities;

b. Cost of existing park, school and transportation facility improvements;

c. Methods by which park, school and transportation facility improvements were financed;

5. Update the fee collected against a project which has already been completed, through an advancement of city funds, at a rate, determined annually, which is equivalent to the City or School District's return on investments.

C. The director ~~or the School District~~ shall reduce the calculated proportionate share for a particular development by giving credit for the following benefit factors:

1. The purchase, installation and/or improvement of park, school and transportation facilities, if;

a. The facilities are located on land owned by the city, Pierce County, a school district or a special district; and

b. A designated public owner is responsible for permanent, continuing maintenance and operation of the facilities; and

c. The Director ~~or the School District~~ determines that the facilities correspond to the type(s) of park, school and transportation facilities being impacted by the development as determined pursuant to this chapter; and

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d. The Director determines, after consultation with the county, school district or special purpose district, as applicable, and an analysis of supply and demand data, the parks, open space and recreation plan, the six year road plan and any applicable Pierce County park and transportation plan, that the proposed park and transportation facility improvements better meet the city's need for park and transportation facilities than would payment of funds to mitigate the park and transportation impacts of the development.

2. The credit against the impact fee shall be equal to the fair market value of the purchase, installation and/or improvement.

3. Any applicable benefit factors, as described in RCW 82.02.060, that are demonstrated by the applicant not to have been included in the calculation of the impact fee.

4. A developer of a planned residential development or mobile home park may receive credit only for park and transportation facilities provided in addition to those normally required under SEPA for such developments pursuant to chapter 18.04 GHMC.

5. When the Director has agreed to a developer's proposal to satisfy some or all of the impact fee through the purchase, installation and/or improvement of park and transportation facilities, the developer shall prepare and submit a facility improvement plan to the Director for approval prior to recordation of a plat or short plat for subdivisions, and prior to issuance of a building permit for all other developments.

6. In the determination of credit toward the impact fee, the Director ~~or the School District~~ shall also consider the extent to which the proposed dedication or conveyance meets the following criteria:

a. The land should result in an integral element of the Gig Harbor park/road system;

b. The land is suitable for future park, school and/or transportation facilities;

c. The land is of an appropriate size and of an acceptable configuration;

d. The land has public access via a public street or an easement of an equivalent width and accessibility;

e. The land is located in or near areas designated by the city, school district or county on land use plans for park, school, trail or recreation purposes;

f. The land provides linkage between Pierce County and/or other publicly owned recreation or transportation properties;

g. The land has been surveyed or adequately marked with survey monuments, or otherwise readily distinguishable from adjacent privately owned property;

h. The land has no known physical problems associated with it, such as the presence of hazardous waste, drainage, erosion or flooding problems which the Director ~~or School District~~ determines would cause inordinate

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demands on public resources for maintenance and operation;

i. The land has no known safety hazards;
j. The developer is able to provide documentation, as nearly as practicable, of the land's compliance with the criteria of this subsection, and of clear title; and

k. The developer is able to provide and fund a long-term method, acceptable to the Director or School District in the case of schools, for the management and maintenance of the land, if applicable.

7. The amount of credit determined pursuant to this subsection shall be credited proportionately among all of the units in the development, and the impact fee for which each unit for which a permit or approval is applied shall be reduced accordingly.

8. Applicants may not request that an impact fee credit be provided for a proposed development based on taxes, user fees, assessments, improvements, payments or other benefit factors applicable to property that is not included within the proposed development.

9. Applicants shall receive credit against the impact fee equal to the amount of an LID assessment paid for transportation-related facilities identified by the Director as increasing transportation system capacity.

Section 6. Section 19.12.090 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.12.090 Variation from impact fee schedule.

If a developer submits information demonstrating a significant difference between the age, social activity or interest characteristics of the population of a proposed subdivision or development and the data used to calculate the impact fee schedule, the Director ~~or the School District in the case of school impact fees~~, may allow a special calculation of the impact fee requirements for the subdivision or development to be prepared by the developer's consultant, at the developer's cost; provided, however, that the Director ~~or the School District in the case of school impact fees~~ shall have prior approval of the qualifications and methodology of the developer's consultant in making such calculation, and any time period mandated by statute or ordinance for the approving authority's decision on the subdivision or development shall not include the time spent in preparing the special calculation. Whether the Director ~~or the School District in the case of school impact fees~~ accepts the date provided by the special calculation shall be at the Director's ~~or the School District's~~ discretion.

Section 7. Section 19.12.100 of the Gig Harbor Municipal Code shall be amended to read as follows:

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19.12.100 Payment of fees.

A. All developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable development permit is ready for issuance.

~~1. Vested Permits. The fee paid shall be the amount in effect as of the date that the city determines that the applicable development permit is complete, as long as at least one development permit for the project is of the type that vests under the City's ordinances or state law.~~ ~~2. Non-Vested Permits. If a developer submits an application for a development permit that does not vest under the city's ordinances or state law, then~~

The fee paid by the developer shall be the amount in effect as of the date of the permit issuance.

~~3. Plats. The amount of the impact fee shall be the amount established at the time the preliminary plat or short plat applications are determined to be complete by the city only if: (i) the approval of the preliminary plat has not expired; (ii) at the very latest, the developer has submitted a complete building permit application for all construction in the plat within five years of the anniversary date of the short plat or final plat.~~

B. The impact fee, as initially calculated for a development permit, shall be recalculated at the time of issuance if the development is modified or conditioned in such a way as to alter park, school or transportation impacts for the development.

C. A developer may obtain a preliminary determination of the impact fee before application for the development permit by providing the Director with the information needed for processing, however, such preliminary determination of the fee is not binding, and may be modified at the time an actual permit issues.

Section 8. Section 19.12.110 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

19.12.110 Time of payment of impact fees.

A. Payment of any required impact fees calculated as set forth in GHMC 19.12.100(A)(3) shall be made prior to the issuance of a building permit. If the impact fee is not paid at final approval, this shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the final plat. Impact fees may be paid under protest in order to obtain the necessary permits/approvals until an appeal of the fee amount is finally resolved.

B. When a subdivision or development is conditioned upon the dedication of land, or the purchase, installation or improvement of park and transportation facilities, a final plat or short plat shall not be recorded, and a building permit shall not be issued for other development until:

1. The Director has determined in writing that the land to be dedicated is shown on the face of the final plat or short plat, or a deed conveying

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the land to the city, Pierce County, a school district or special purpose district, as appropriate, as been recorded with the Pierce County auditor; and

2. The Director has determined in writing, after consultation with the designated public owner responsible for permanent, continuing maintenance and operation of the facilities, that the developer has satisfactorily undertaken or guaranteed to undertake in a manner acceptable to the Director, any required purchase, installation or improvement of school, park or transportation facilities.

Section 9. Section 19.12.120 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

19.12.120 Project List.

A. The School District shall perform the activities described in this section for which the City Director of Public Works is responsible, reviewing all comparable capital facilities plans and documentation held by the District, including Appendix and provide all information required herein to the City Council prior to April 1 of each year. ~~on an annual basis.~~ The Director of Public Works shall annually review the city's parks, open space and recreation plan, the six year parks improvement plan, the six year road plan and the projects listed in Appendices A and B and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total money available from taxes and other public sources for park, school and transportation improvements for the next six years;
3. Update the population, building activity and demand and supply data for park, schools and transportation facilities and the impact fee schedule for the next six-year period;
4. Calculate the amount of impact fees already paid;
5. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized;

B. The Director ~~and the School District~~ shall use this information to prepare an annual draft amendment to the fee schedule in Appendices A and D, which shall comprise:

1. The projects on the comprehensive plan that are growth related and that should be funded with forecast public moneys and the impact fees already paid;
2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized.

C. The Council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall by separate ordinance establish the annual project list by adopting, with or without modification, the Director's ~~or the School District's~~ draft amendment.

D. Once a project is placed on Appendix A , or if the City amends its

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level of park service in Appendix D, or if the City adopts a fee schedule for school impact fees, a fee shall be imposed on every development ~~that impacts the project until the City repeals the fee schedule for school impact fees or~~ the project is removed from the list by one of the following means:

1. The council by ordinance removes the project from Appendix A and/or D, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the park and transportation impacts of development that have paid an impact fee; provided that a refund shall not be necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same park and transportation impacts; or

2. The capacity created by the project has been fully utilized, in which case the director shall remove the project from the project list.

Section 10. Section 19.12.130 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.130 Funding of projects.

A. An impact fee trust and agency fund is hereby created for parks, schools and transportation fees. The School District shall be responsible for the creation of its own impact fee trust and agency fund, and shall be solely responsible for the deposit of fees in such fund, and the use/refund of such fees. The Director shall be the manager of the City's fund. The City shall place park, school and transportation impact fees in appropriate deposit accounts within the impact fee fund.

B. ~~School impact fees shall be paid directly to the School District.~~ The parks, school and transportation impact fees paid to the City shall be held and disbursed as follows:

1. The fees collected for each project shall be placed in a deposit account within the impact fee fund, with the exception of the school impact fees, which shall be transmitted to the School District;

2. When the council appropriates capital improvement project (CIP) funds for a project on the project list, the fees held in the impact fee fund shall be transferred to the CIP fund. The non-impact fee moneys appropriated for the project shall comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in impact fees;

3. The first money spent by the director on a project after a council appropriation shall be deemed to be the fees from the impact fee fund;

4. Fees collected after a project has been fully funded by means of one or more council appropriations shall constitute reimbursement to the city of the funds advanced for the private share of the project. The public monies made available by such reimbursement shall be used to pay the public share of other

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projects.

* * *

D. The School District and the Director shall prepare an annual report on the impact fee accounts showing the source and amount of all monies collected, earned or received and projects that were financed in whole or in part by impact fees.

Section 11. Section 19.12.150 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.150 Refunds.

A. A developer may request and shall receive a refund from either the City (for parks and transportation impact fees) or the School District (for school impact fees) when the developer does not proceed with the development activity for which impact fees were paid, and the developer shows that no impact has resulted.

B. In the event that impact fees must be refunded for any reason, they shall be refunded by the collecting entity the City with respect to park and transportation fees and the School District with respect to school impact fees, and such fees shall be returned with interest earned to the owners as they appear of record with the Pierce County Assessor at the time of the refund.

* * *

Section 12. Section 19.12.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.170 Appeals.

A. Appeals of School Impact Fees. Appeals of the School Impact Fee or any decision made by the School District pursuant to this chapter shall be filed with the School District. The City. The School District shall assist the City in any appeal, but the City shall make the final decision on any appeal regarding the school impact fee to be paid to the District for any individual development. The School District may not appeal the City's decision on the amount of any school impact fee.

B. Decision by Director. The director shall issue a written decision on the impact fee amount as described in this chapter.

C. Reconsideration by Director.

1. In order to appeal request reconsideration of the Director's decision, the developer shall make a written request to the Director for a meeting

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to review the fee amount, together with a written request for reconsideration. The request for reconsideration shall state in detail the grounds for the request.

2. The Director shall consider any studies and data submitted by the developer seeking to adjust the amount of the fee. The Director shall issue a written decision on reconsideration within 10 working days of the director's receipt of the request for reconsideration or the meeting with the developer, whichever is later.

D. Appeal of Decision on Reconsideration to Hearing Examiner. A developer may appeal the amount of the impact fee established in the director's decision on reconsideration to the hearing examiner, who shall conduct a public hearing on the appeal.

1. An appeal of the impact fee as established by the director's decision on reconsideration may be filed without appealing the underlying permit. This procedure is exempt from the project permit processing requirements in Chapters 19.01-19.06, pursuant to RCW 36.70B.140. If the developer files an appeal of the underlying permit and the impact fee, the City may consolidate the appeals.

2. The developer shall bear the burden of proving:

a. That the Director committed error in calculating the developer's proportionate share, as determined by an individual fee calculation, or, if relevant, as set forth in the impact fee schedule, or in granting credit for the benefit factors; or

b. That the director based his determination upon incorrect data.

3. An appeal of the Director's decision on reconsideration must be filed with the planning department within 14 calendar days of that decision.

E. Appeals of Hearing Examiner's Decision. Appeals from the decision of the hearing examiner shall be to the City council, pursuant to the provisions of 19.05 06 GHMC.

Section 13. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 14. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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PASSED by the Council and approved by the Mayor of the City of Gig Harbor

this ___th day of _____, 2001.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE REGULATIONS TO ALLOW FOR THE IMPOSITION OF SCHOOL IMPACT FEES BY THE CITY, THE COLLECTION, APPEALS, MANAGEMENT AND USE OF SCHOOL IMPACT FEES BY THE SCHOOL DISTRICT, ALL OF WHICH WILL BECOME OPERATIVE AT THE TIME THE CITY COUNCIL ADOPTS A FEE SCHEDULE FOR SCHOOL IMPACT FEES, ADDING A NEW DEFINITION FOR "SCHOOL FACILITIES," AMENDING THE IMPACT FEE CHAPTER TO ELIMINATE ANY VESTING OF IMPACT FEES, PURSUANT TO A RECENT COURT DECISION, MAKING OTHER MINOR CHANGES TO CORRECT TYPOGRAPHICAL ERRORS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.14.010; 19.12.010; 19.12.050, 19.12.070; 19.12.080; 19.12.100; 19.12.110; 19.12.120; 19.12.130; 19.12.150; AND 19.12.170.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
**SUBJECT: SECOND READING OF ORDINANCE - SEPA AUTHORIZATION
AMENDMENT**
DATE: NOVEMBER 20, 2001

INFORMATION/BACKGROUND

This housekeeping ordinance enables state authorized SEPA mitigation at the local level. The attached ordinance refers to school mitigation and storm water mitigation authority. The ordinance clearly states both the policy and statutory basis for the imposition of SEPA conditions on actions in the City of Gig Harbor's SEPA ordinance, as codified at Chapter 18.04 of the Gig Harbor Municipal Code.

RECOMMENDATION

This is the second reading of this ordinance. Staff recommends approval of the ordinance at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING TO THE POLICIES ADOPTED BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT, PROVIDING THE BASIS OF SUBSTANTIVE AUTHORITY IN THE CONDITIONING OR DENYING OF ACTIONS, AS DEFINED IN THE ACT, ADDING THE CITY'S STORM WATER MANAGEMENT ORDINANCE AND A POLICY RELATING TO SCHOOL MITIGATION; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 18.04.220.

WHEREAS, RCW 43.21C.060 provides that local government may condition or deny "actions" (as defined in chapter 197-11 WAC) pursuant to the State Environmental Policy Act, as long as the conditions or denials are based on policies identified by the appropriate governmental authority and incorporated into regulations, plans or codes which are formally designated by the local governmental body as possible bases for the exercise of authority under SEPA; and

WHEREAS, in order to condition actions based on impacts to public schools, the City has referred to language on this subject in the City's Comprehensive Plan; and

WHEREAS, the City desires to clearly state both the policy and statutory basis for the imposition of SEPA conditions on actions in the City's SEPA ordinance, which has been codified at chapter 18.04 of the Gig Harbor Municipal Code; and

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

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 30, 2001, pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered a First Reading of this Ordinance during its regular City Council meeting of November 12, 2001. Now, Therefore,

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

Section 1. Section 18.04.220 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.04.220 SEPA – Policies.

A. The policies and goals set forth in this chapter are supplementary to ~~those in the existing authorization of the city's existing authority.~~

B. The city adopts by reference the policies in the following city codes, ordinances, resolutions and plans, as now existing or hereafter amended, as a possible basis for the exercise of substantive authority in the conditioning or denying of proposals:

1. Chapter 43.21C RCW – State Environmental Policy Act.
2. GHMC Title 5 – Business Licenses and Regulations.
3. GHMC Title 6 – Animals.
4. GHMC Title 8 – Health and Safety.
5. GHMC Title 10 -- Vehicles and Traffic.
6. GHMC Title 12 – Streets and Sidewalks.
7. GHMC Title 13 -- Water and Sewers.
8. GHMC Title 15 – Buildings and Construction.
9. GHMC Title 16 – Subdivision.
10. GHMC Title 17 – Zoning.
11. The City of Gig Harbor Comprehensive Plan.
12. The City of Gig Harbor Shoreline Master Program.
13. The City's Six-Year Road Program.

14. The City's Comprehensive Water Plan.
15. The City's Comprehensive Sewer Plan.
16. ~~Traffic Impact Resolution, Council Resolution No. 311.~~
17. Chapter 18.08 GHMC Wetlands Management Ordinance.
18. Chapter 18.12 GHMC - Critical Areas Regulations.
19. City of Gig Harbor Public Works Standards.
20. City of Gig Harbor Stormwater Management Ordinance.

21. The following policy relating to schools: In order to ensure that adequate school facilities are available to serve new growth and development and to ensure that new growth and development provides mitigation for direct impacts on school facilities identified by the school district as a consequence of proposed development, the City may impose school mitigation fees, all as provided in RCW 82.02.020.

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

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING TO THE POLICIES ADOPTED BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT, PROVIDING THE BASIS OF SUBSTANTIVE AUTHORITY FOR THE CONDITIONING OR DENYING ACTIONS AS DEFINED IN THE ACT, ADOPTING THE STORMWATER MANAGEMENT ORDINANCE AND A POLICY RELATING TO SCHOOL MITIGATION, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 18.04.220.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: SECOND READING OF AN ORDINANCE ANNEXING 2620, 2702, AND
2727 57th ST. CT. NW
DATE: NOVEMBER 26, 2001

INFORMATION/BACKGROUND

On August 27, 2001 the City Council approved Resolution No. 570 accepting the annexation petition for three contiguous parcels located along 57th Street Court NW. The Resolution was forwarded to the Boundary Review Board (BRB) for consideration and, after the appropriate review period, approved on October 29, 2001 as proposed. An Ordinance annexing the subject property is now necessary to complete the annexation process. A first reading of this Ordinance was held on November 13, 2001.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the Ordinance annexing three contiguous parcels of property located at 2620, 2702, and 2727 57th Street Court NW following the second reading.

CITY OF GIG HARBOR
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ANNEXATION OF THREE PARCELS OF PROPERTY LOCATED AT 2620, 2702 AND 2727 57TH STREET COURT N.W. (ANX 01-01) AND ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.

WHEREAS, on December 19, 2000, the City of Gig Harbor received a Notice of Intent to Annex three parcels located along 57th Street Court Northwest (2620, 2702, & 2727 57th St. Ct. NW), more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) in value, according to the assessed valuation for general taxation, of the property described in Exhibit A; and

WHEREAS, the City Council met with the initiators of the petition and on February 12, 2001, and on the same day voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; that the property owners enter into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57th Street Court Northwest up to City road standards within one-year of annexation; and that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, a petition for annexation of the property described in Exhibit A was subsequently received by the City on July 2, 2001; and

WHEREAS, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer on July 19, 2001, as being legally sufficient, and as containing the signatures

of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

WHEREAS, the property described in Exhibit A to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation Single-Family Residential (R-1) zoning of the property described in Exhibit A as Single-Family Residential (R-1) is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex three parcels located along 57th Street Court Northwest (2620, 2702, & 2727 57th St. Ct. NW), contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness;
- B. Imposition of Single-Family Residential (R-1) zoning of the property; and
- C. That the property owners enter into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57th Street Court Northwest up to City road standards within one-year of annexation; and

WHEREAS, following the public hearing on the annexation petition held on August 13, 2001, the City Council approved the proposed pre-annexation Single-Family Residential (R-1) zoning for the area and the annexation, subject to Boundary Review Board approval; and

WHEREAS, on August 24, 2001 the property owners entered into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57th Street Court Northwest up to City road standards within one-year of annexation (Pierce County Auditors File No. 200108290310); and

WHEREAS, the Boundary Review Board issued a decision approving the annexation of the property described in Exhibit A on October 29, 2001; now, therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of three parcels located along 57th Street Court Northwest (2620, 2702, & 2727 57th St. Ct. NW), as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, all property within the three parcels located along 57th Street Court Northwest (2620, 2702, & 2727 57th St. Ct. NW), and described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation;

B. All property within the area described in Exhibit A shall be zoned as Single-Family (R-1) in accordance with the Gig Harbor Municipal Code, Title 17; and

C. All property owners within the area described in Exhibit A have entered into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57th Street Court Northwest up to City road standards within one-year of annexation.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. Effective Date. This ordinance shall be effective five (5) days after publication.

ORDAINED by the City Council this _____ day of _____ 2001.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK: 11/7/01
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.

Exhibit A
57th Street Court Northwest Annexation
Legal Description

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLIAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST 442.00 FEET OF THE WEST 472.00 FEET OF THE SOUTH 196.91 FEET OF LOT 24 OF PLAT SHORE ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF IN VOLUME 10 OF PLATS, PAGE 82, RECORDS OF PIERCE COUNTY. SITUATE IN PIERCE COUNTY, WASHINGTON.

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ANNEXATION OF THREE PARCELS OF PROPERTY LOCATED AT 2620, 2702 AND 2727 57TH STREET COURT N.W. (ANX 01-01) AND ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.

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

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

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

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: SECOND READING OF AN ORDINANCE ANNEXING 2811, 2819, 2905,
AND 2917 62nd ST. CT. NW
DATE: NOVEMBER 26, 2001

INFORMATION/BACKGROUND

On August 27, 2001 the City Council approved Resolution No. 571 accepting the annexation petition for four contiguous parcels located along 62nd Street Court NW, east of Soundview Drive. The Resolution was forwarded to the Boundary Review Board (BRB) for consideration and, after the appropriate review period, approved on October 29, 2001 as proposed. An Ordinance annexing the subject property is now necessary to complete the annexation process. A first reading of this Ordinance was held on November 13, 2001.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the Ordinance annexing four contiguous parcels of property located at 2811, 2819, 2905, and 2917 62nd Street Court NW following the second reading.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO
ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S
ANNEXATION OF FOUR PARCELS OF PROPERTY LOCATED AT 2811,
2819, 2905, AND 2917 62nd STREET COURT N.W. (ANX 01-02) AND
ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.**

WHEREAS, on April 1, 2000, the City of Gig Harbor received a Notice of Intent to Annex four parcels located along 62nd Street Court Northwest (2811, 2819, 2905, & 2917 62nd St. Ct. NW), more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) in value, according to the assessed valuation for general taxation, of the property described in Exhibit A; and

WHEREAS, the City Council met with the initiators of the petition and on February 12, 2001, and on the same day voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; and that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, a petition for annexation of the property described in Exhibit A was subsequently received by the City on July 20, 2001; and

WHEREAS, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer on July 24, 2001, as being legally sufficient, and as containing the signatures of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

WHEREAS, the property described in Exhibit A to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the Single-Family Residential (R-1) zoning of the property described in Exhibit A as Single-Family Residential (R-1) is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex four parcels located along 62nd Street Court Northwest (2811, 2819, 2905, & 2917 62nd St. Ct. NW), contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness; and
- B. Imposition of Single-Family Residential (R-1) zoning of the property; and

WHEREAS, following the public hearing on the annexation petition held on August 27, 2001, the City Council approved the proposed pre-annexation Single-Family Residential (R-1) zoning for the area and the annexation, subject to Boundary Review Board approval; and

WHEREAS, the Boundary Review Board issued a decision approving the annexation of the property described in Exhibit A on October 29, 2001; now, therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of four parcels located along 62nd Street Court Northwest (2811, 2819, 2905, & 2917 62nd St. Ct. NW), as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the four parcels located along 62nd Street Court Northwest (2811, 2819, 2905, & 2917 62nd St. Ct. NW), and described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area described in Exhibit A shall be zoned as Single-Family (R-1) in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

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

ORDAINED by the City Council this ___ day of ___ 2001.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK: 11/7/01
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.

Exhibit A
62nd Street Court Northwest Annexation
Legal Description

That portion of the Northwest quarter of the Northeast quarter of Section 17, Township 21 North, Range 2 East, W.M., Pierce County Washington, described as follows:

Lots 1, 2, 3, and 4 of Short Plat No. 9008170239, records of Pierce County.

Individual Parcels Descriptions

2917 62nd Street Court Northwest

Parcel No. 7580000761

Lot 1 of Short Plat No. 9008170239, records of Pierce County

Owner – Zaninovich

2905 62nd Street Court Northwest

Parcel No. 7580000762

Lot 2 of Short Plat No. 9008170239, records of Pierce County

Owner – Douglas

2819 62nd Street Court Northwest

Parcel No. 7580000763

Lot 3 of Short Plat No. 9008170239, records of Pierce County

Owner – Mancuso

2811 62nd Street Court Northwest

Parcel No. 7580000764

Lot 4 of Short Plat No. 9008170239, records of Pierce County

Owner – Dillingham

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ANNEXATION OF FOUR PARCELS OF PROPERTY LOCATED AT 2811, 2819, 2905, AND 2917 62nd STREET COURT N.W. (ANX 01-02) AND ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.

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

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

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

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAWN STANTON, CHAIRPERSON, GH ARTS COMMISSION
SUBJECT: RECOMMENDATION FOR ART - GH CIVIC CENTER
DATE: NOVEMBER 19, 2001

INFORMATION/BACKGROUND

The Gig Harbor Arts Commission published a "Call For Artists" in August, 2001, requesting proposals for permanent art installations for the new Civic Center. Preference was given to artwork that paid homage to the heritage of Gig Harbor.

Among the 21 applicants, Gary Jackson, Doug Fillbach and Lavonne & George Hoivik presented work that was reviewed and accepted by the Arts Commission and the architects of the project.

1. Gary Jackson's stainless steel sculpture will mount over council chamber's entry doors and combines a variety of recognizable features that represent Gig Harbor's historic landmarks, industry and architecture. The use of stainless steel is consistent with the architect's proposed interior materials. Fee: \$ 18,700.
2. Doug Fillbach's etched glass, burnished steel and wood border was designed for the Planning and Public Works Department's countertops. Consistent with the function of that department, his design integrates boat-building plan profiles of commercial fishing boats and pleasure craft. It also incorporates the names of fishing vessels from Gig Harbor's fleet from the past and present. Fee: \$25,000.
3. Lavonne and George Hoivik created a 6-foot (diameter) exterior bronze compass in relief for placement in the center of the exterior plaza at the entrance of the Civic Center. The salmon detail celebrates our historic maritime industry and it is functional for viewing from any direction. Fee: \$19,500.

FISCAL CONSIDERATION: The Arts Commission was directed to review art projects and provide recommendations that fall within an approved 2001 public art budget of \$40,000. In the 2002 Budget, an additional \$20,000 has been allocated for the Civic Center Art Projects. The total of all three projects is \$63,200.

RECOMMENDATION: The Arts Commission recommends that council approve the artwork and budgets proposed by Gary Jackson, Doug Fillbach and the Hoiviks in the total amount of \$63,200, which includes installation and tax.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND GIG HARBOR CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: ~~PH~~ CLOSED RECORD APPEAL – DENTON BED AND BREAKFAST
CONDITIONAL USE PERMIT AND FRONT YARD SETBACK
VARIANCE (CUP 01-05 AND VAR 01-07)
DATE: NOVEMBER 26, 2001

INTRODUCTION

A timely appeal has been received of the Hearing Examiner's decision on a conditional use permit to operate a bed and breakfast in a single-family home, and a front yard setback variance to allow construction of a garage and front entrance. The applicants will continue to reside at this address. Such appeals are handled through the closed record appeal process outlined in Gig Harbor Municipal Code chapter 19.06.

BACKGROUND

On May 29, 2001, Steve and Janis Denton submitted an application for a Conditional Use Permit for a bed and breakfast located at 9017 N. Harborview (near Peacock Hill) on the waterside of the street, just north of Anthony's Shorline Restaurant and across from a hair salon. The home is a craftsman style house on a shallow lot that sits substantially below the street. The traditional porch of the home faces the water. Currently, parking is provided between the street and the house, is accessed via a drive that curves down off the street. The Dentons are proposing to construct a two story addition including a lower story garage in the location of their existing parking area, which will require a front yard setback variance. The upper story will be a few steps down from the street and create a new entrance to the home, which currently turns it's back to the street. The conditional use permit is for the operation of a bed and breakfast, and the variance is for the required front yard setback.

The Gig Harbor Municipal Code (GHMC) defines a Bed and Breakfast as "a single-family residence which provides overnight lodging for guests and which is limited to five guest rooms" (17.04.103).

The City of Gig Harbor Design Manual (GHDM) has certain requirements for height that exceed the normal zoning performance standards. The Dentons wanted to raise their house to replace the foundation and create a usable basement, and in doing so a single wall plane would reach 30 feet, although the overall structure did not exceed the height limit. The GHDM requires structures to "Incorporate characteristic roof lines and massing into residential structures" on page 85. This requirement forbids any part of the structure from exceeding 27 feet in height. The DRB approved the portion of the submitted design on August 20, 2001 (DRB 01-09), that would

allow the existing structure to be raised on it's foundation creating one wall plane of 30 feet. There was no appeal of the DRB decision. This decision was independent of the application for a conditional use permit or variance.

GHMC section 17.98.020 states "In those cases where the GHDM is found to be in conflict with performance standards of the zoning code, the standards in the GHDM shall prevail".

Staff determined that only the request to exceed the 27' limitation for a single plane would be decided by the DRB, since the code in question was exclusively regulated in the GHDM. Initially it was determined that the DRB might also decide the front yard setback variance, but that issue was later withdrawn from the DRB and reassigned to the Hearing Examiner since the zoning code sets limitations for setbacks (see GHMC 17.98.060(A) above. The issue had briefly come before the DRB who requested the Dentons erect a "shadow structure" so that they could see how the building would appear in the setback. The issue was withdrawn from the DRB prior to their next meeting, but not before the Dentons had erected the "shadow structure".

The reasoning for moving the decision to the Hearing Examiner is as follows. GHMC section 17.98.060(A) (regarding design variances) states "Variances from the requirements of the GHDM may be granted by the DRB as a Type II application, except that variances affecting height and setbacks which exceed the limitations established in GHMC 17.66.020(A) must be reviewed by the Hearing Examiner as per the Type III general variance procedures established in GHMC 17.66.030." Under the zoning code for Waterfront Residential (WR) the front yard setback is 20 feet. The GHDM establishes a setback for garages at 26 feet. Since the request was to place the structure inside the 20 foot limitation under the zoning code, we deferred to the higher decision making authority. However, the Hearing Examiner did consider the requirements of the GHDM in making his determination on the setback variance.

The Hearing Examiner held a public hearing on the CUP and Variance applications on September 11, 2001, utilizing the criteria for approval of conditional use permits at GHMC 17.64 and variance criteria at GHMC 17.66, and issued a final decision granting the CUP and variance with certain conditions, on October 3, 2001. Planning staff recommended approval of the Conditional Use Permit (CUP 01-05) for the Bed and Breakfast, and of the front yard setback variance (VAR 01-07). On October 17, 2001, the City received a timely appeal of the Conditional Use Permit from Greg Hoeksema, a resident of the neighborhood.

Note: An error on the zoning map led to misidentification of the triangular property across the street from the Dentons, on the northwest corner of the intersection of Peacock Hill and North Harborview, as Low Density Residential (R-1) instead of the correct zoning of Residential Business 1 (RB-1).

ADMINISTRATIVE RECORD

The entire administrative record is available for review by the Council at the Planning and Building Department Office. The following documents have been attached to the Council packet for your convenience: (1) the Staff Report (September 11, 2001); (2) Hearing Examiner's decision (October 3, 2001); (3) A letter from the Dentons (August 27, 2001); (4) Appeal Statement from Greg Hoeksema (October 17, 2001); and (5) Response from Dentons is expected

to be included on in your packet, but was not yet received at this writing (November 20, 2001).

APPEAL ISSUES

Dr. Hoeksema's appeal is enclosed. His appeal details how the proposal by the Denton's exceeds the requirements of the City of Gig Harbor GHDM. The Denton's have requested a variance from the setback requirements precisely because their proposal does exceed the requirements of the zoning code and GHDM. Staff, the Hearing Examiner, and now the council must consider the specific criteria for a conditional use permit, the specific criteria for a front set back variance, and whether this application adequately meets those criteria, rather than examine individual regulations to determine if they have been exceeded.

The appellant has recited a particular section of the code, and then stated that the Denton plan is "clearly" in "direct conflict". According to GHMC Section 19.06.004(4)(d), the appellants statement must include: "appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to facts in the record." There are few facts given by the appellant to indicated the basis for this appeal issue. The Council is not required to "guess" at what the appellant could mean by asserting that the plan is in "direct conflict".

This memo will first reiterate how the Denton's application meets these two sets of criteria, then briefly comment on Dr. Hoeksema's appeal.

CONDITIONAL USE PERMIT

Taking first the conditional use permit, the City of Gig Harbor Municipal Code sets the following criteria.

17.64.040 – Review Criteria

Each determination granting or denying a conditional use permit shall be supported by written findings of fact showing specifically wherein all of the following conditions are met:

- A. That the use which the conditional use permit is applied for is specified by this title as being conditionally permitted within, 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, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.*

The Hearing Examiner began his analysis of this issue on page 3 of his decision. The first criterion, is indisputably satisfied by the application. A Bed and Breakfast is listed as a conditional use in the Waterfront Residential district at 17.46.030(C).

The second criterion requires that the proposed conditional use "*not be detrimental to the public health, safety, comfort, convenience and general welfare, nor 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*". Staff concurs with the Hearing Examiner's determination on pages 3 and 4 of his decision, that no evidence has been presented to suggest that a Bed and Breakfast would be detrimental to the safety, comfort, convenience or general welfare. The Hearing Examiner points out that the location on the waterfront, and proximity to the commercial activity center (Head of the Bay Activity Center) is well suited for such a development. He also notes that this proposal will preserve an existing historic home in the historic district, acknowledges the addition, and concludes that it will serve to maintain the existing character. Staff concurs. Then Denton's are not applying for a demolition permit and constructing a more contemporary house, which would have significant impacts on the character of the neighborhood. Further, a bed and breakfast will allow members of the general population greater access to the shore by creating a lodging opportunity on the waterfront, rather than an exclusively private single family home.

The Hearing Examiner on page 4 of his decision addresses the third criterion to "*that the proposed use is properly located in relation to other land uses and transportation facilities in the vicinity; and that the use can adequately be served...*". Staff concurs with the Hearing Examiner's analysis that proximity to the business district, the waterfront and existing uses will increase the public's enjoyment of the waterfront. He notes that the use will increase traffic by perhaps 4 cars (for the 4 rooms), but that the increase will be minimal and that the plan provides for off street parking in excess for what is required.

Finally, the Hearing Examiner determined that the fourth criterion was met because the site is "*of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, landscaping and other such features as are required.*" GHMC 17.72.030 requires 1.25 parking places per room for the B&B and an additional 2 places for the Dentons as residents of their single family home. Seven spaces are required and eight are provided. The examiner notes that other than the requirement for a variance for the front yard setback, all other elements can be satisfied.

Staff supports the Hearing Examiner's decision to approve the conditional use permit subject to the conditions set out on pages 9 and 10 of his final decision.

VARIANCE REQUEST

The variance request must satisfy the following criteria for approval:

GHMC Section 17.66.030(B) states that variances may be granted only if the applicant can successfully demonstrate that all of the following criteria can be met:

A. The proposed variance will not amount to a rezone nor authorize any use not

allowed in the district.

- B. *There are special conditions and circumstances applicable to the property such as size, shape, topography or location, not applicable to land in the same district and that literal interpretation of the provisions of this ordinance would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this ordinance.*
- C. *That the special circumstances and conditions do not result from the actions of the applicant.*
- D. *The granting of the variance will not constitute a grant of special privilege inconsistent with limitations upon other properties in the vicinity and zone.*
- E. *That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the property is situated.*
- F. *The variance is the minimum variance that will make possible the reasonable use of the land.*

The Hearing Examiner discusses his analysis of the variance criteria on pages 3 through 9 of his decision. Again the first criterion is clearly met in that the proposal to extend the addition into the setback by 17 feet "*will not amount to a rezone nor authorize any use not allowed in the district*". The Hearing Examiner correctly points out that the addition does not create a new use and that a bed and breakfast is allowed as a conditional use in the WR zone. (Note: page 82 of the GHDM to set garage 26 feet from street intending to place the garage behind the house and discourage home design that makes the garage a dominating visual element along the streets. The zoning code in the WR district requires a 20 foot setback, which would extend the house 11 feet into the setback).

The second criterion addresses whether "*special conditions or circumstances exist which are peculiar to the land such as size, shape, topography or location, not applicable to land in the same district and that literal interpretation of the provision of this title would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the district*". The Hearing Examiner points out on page 6 of his decision that the Denton's property slopes toward the Bay (retaining walls at the street drop the property significantly, then the parcel slopes at about 20 – 30% toward the water, though the house takes up much of the grade). He also discusses the variability of waterfront parcels (in hearing the depth of the lot was discussed) in terms of size and shape. There is no place for a garage on the waterside of the Denton home, nor would one be desirable from an urban design standpoint. The Hearing Examiner also notes that a garage is a commonly enjoyed use in almost all contemporary residential developments, let alone in the neighborhood in question. The Hearing Examiner also notes that the GHDM provides for such situations "where it is not possible to locate garages behind the house" (page 83 of GHDM).

The Hearing Examiner considered Dr. Hoeksema's contention that other properties face the same "special conditions and circumstance", but noted that many of the houses along this street have dealt with these circumstances by building in the setback. Dr. Hoeksema's claim that allowing this variance would set a modern precedent was rejected as the Hearing Examiner concluded that

modern precedent had already been set prior to submission of this application.

Additionally, in reviewing the GHDM for this appeal, staff would add the following code in order further substantiate the requested variance. On page 12 of the GHDM, North Harborview/Vernhardson (All of North Harborview Drive and extending to City Park along Vernhardson Street) is identified as a Parkway. The Denton's property is located on this Parkway. On page 13 the following requirement is set.

Parkway Standards – Parcel development: *The following standards apply to all parcels having frontage on designated parkways.*

1. Maintain established parkway setbacks.

Parkway setbacks shall be within 20% of the average of established setbacks on both sides of the subject parcel. Where there is no existing development, the code-required setback shall be considered the established setback.

Utilizing the above section of the GHDM, the Dentons could actually be required by the GHDM to come even further into the zoning setback than what they are proposing.

On the third criterion, page 7 of the Hearing Examiner's decision, he discusses whether the "special conditions and circumstances do not result from the actions of the applicant". The examiner determined that the criterion does not require "due diligence" in purchasing a property that would not require a variance, but rather refers back to "special conditions and circumstances applicable to the property such as size, shape, topography or location...".

The fourth criterion requires that the variance will "not confer a special privilege that is denied other lands in the same district." On page 7 the Hearing Examiner reiterated that the variance will "serve to treat the Denton's property in much the same manner as other, similarly situated property in the WR district has been treated".

The fifth criterion requires a finding that "the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated." The Hearing Examiner discusses the fact that the addition will "impact the view in some respects and from some angles", but notes that it still meets the height requirements. Staff would add that the view is most seriously impacted from an angle as one walks down the side walk, and would argue that the placement of the addition directly in front of the house, rather than in the side yards, minimizes the impact. The Hearing Examiner goes on to point out how the proposal will improve the landscaping, and that there already exists a retaining wall in the location of the proposed garage structure. Finally, as he points out, there is no substantiating evidence in the record, for Dr. Hoeksema's argument that granting the variance will result in a decrease in his property value.

The sixth and final criterion requires the Hearing Examiner to make a finding that "The variance is the minimum variance that will make possible the reasonable use of the land." The Hearing Examiner's analysis is found on pages 8 and 9 of his decision. The analysis points out that Dr. Hoeksema offered "cogent testimony" that the ownership of a "beautiful house at the head of the bay, even without a variance and a conditional use permit" constitutes "reasonable use" of the

land; and the Mr. Denton responded that it should be considered to be reasonable to have a garage and parking on this property, similar to that afforded to other nearby properties, especially when no on-street parking exists on N. Harborview Drive in that area.

The Hearing Examiner determined that following Dr. Hoeksema's logic any variance would be a virtual impossibility. He states "The City Council, however, has specifically authorized a bed and breakfast as a conditional use in the WR District, and has specifically authorized the use of the variance procedure for conditional uses within that zone. If the City Council had intended the interpretation urged by Dr. Hoeksema, it easily could have done so." He also points out that the Denton's will be 9 feet from the front set back, and other properties in the WR zone are within 1 - 5' of the property line. As this memo points out, the Parkway standards requirements of the GHDM would actually require an average setback based on the existing setbacks in the area. Staff supports the Hearing Examiner's finding that the variance requested

STAFF RESPONSE TO APPELLANTS COMPLAINT

The appellant makes allegations that the Dentons should have known that they would need a CUP in order to operate a bed and breakfast at the time they purchased their property. This is not an allegation that the Hearing Examiner erred in reviewing the criteria for a CUP and issuing approval. Furthermore, the fact that property is located in a zone allowing certain uses by the CUP process only means that the Dentons could, at any point in time, make application for a CUP. The City does not require that the Dentons obtain a variance from the underlying zoning before the CUP is approved, so the appellant has misinterpreted the law in his assumption that the Hearing Examiner erred by finding that the Dentons should have known that the CUP was subject to the criteria in the code relating to variances.

While staff feels the arguments above properly address the criteria for approval of a conditional use permit and variance, the following comments address the document provided by the appellant, and which largely address the GHDM. In interpreting the GHDM, the **bold and underlined** portions are specific requirements that allow for administrative review by staff, the normal text following bold and underlined portions, are the general requirements which the DRB uses as guidance, though they may waive specific requirements if a superior design is offered). Please reference the appellant's complaint for his exact wording.

Staff Response to appeal issue 1:

This reference is a subsection of a specific requirement that actually is an incentive more than a requirement, in other words, the applicants must consider this requirement. The GHDM does not otherwise regulate the size of garages. Staff would respond that by putting the garage below grade and making the top house present more of an entrance to the street, the project improves conformance with portions of the manual found in other sections. (see page 91).

Consider incentives to locate residential garages behind the house. To encourage garages in back yards, garages may be located in the defined side and rear yards provided they meet the following criteria for special exceptions.

Staff Response to appeal issue 2:

It is important to read the entire section of the GHDM being quoted by the appellant. It references the architecture of Millville. It is taken from the intent section on page 85.

Massing and Setbacks:

One of the most characteristic design features of Gig Harbor's historic area is the small scale and simple mass of the older houses. These homes are of modest widths, being deeper than they are wide, and include steep pitched roofs with the narrow ends of the roofs facing the street. Historic homes are also characterized by front porches placed near the street. Garages are set back of the main structures so that the emphasis from the street is on human habitation rather than vehicular enclosure.

Staff Response to appeal issue 3:

The requirement being quoted applies only to commercial and multifamily development (see page 61 where this section begins). Nonetheless, the Dentons design has done exactly what is described in the remaining text under this requirement. They are avoiding cut and fill, proposing terraced parking with a lower level garage, and they are following the slope of their lot.

Staff Response to appeal issue 4:

The proposed project **does not exceed the actual height limits** in this district. The design went before the board because an existing wall plane exceeded the 27 foot limit for a single wall plane. The DRB was then asked to review the structure for the setback variance. At that time, the DRB asked the Dentons to go home, and put up a framework to demarcate where the addition would be within the setback, so they could look at that issue. There is no specific requirement to use demarcation and a mailing for setback variances. While this structure was in place, a staff reviewed the code regarding design variances and determined that the variance would have to go before the Hearing Examiner instead of the Design Review Board. At that time the entire issue was aborted. Staff feels that procedures were adequately followed under the circumstances, in that there was no requirement to demarcate on a variance, and further that the hearing body that required the procedure withdrew as the hearing body.

Staff Response to appeal issue 5:

The appellant references his prior arguments (Appeal Issues 1 – 4) as evidence of not addressing the Comprehensive Plan, however, the referenced arguments cite the GHDM, not the Comprehensive Plan. The Hearing Examiner has addressed the criteria for a general variance under 17.66.030 and has made his findings and approved this variance request. I refer Council to his decision, and staff's respective findings in support of approval of the variance.

Additionally, in reviewing the GHDM for this appeal, staff would add the following code in order further substantiate the requested variance. On page 12 of the GHDM, North Harborview/Vernhardson (All of North Harborview Drive and extending to City Park along Vernhardson Street) is identified as a Parkway. The Denton's property is located on this Parkway. On page 13 the following requirement is set.

Staff Response to appeal issue 6:

Staff continues to maintain that the steep slope of this parcel, coupled with the shallow depth, bordering on the tide lands, constrain the opportunities for a garage. The proposed garage offers what staff believes are design improvements in accordance with the GHDM.

RECOMMENDATION:

The appeal does not include any allegations that the Hearing Examiner erred by issuing the Conditional Use Permit (other than the appellant's misinterpretation of the code regarding variances). Therefore, the Staff recommends that the City Council find that the Hearing Examiner's decision is final and affirmed.

As to the appeal of the variance, the Staff recommends that the Council make the following findings:

A. Appeal Issue No. 1: The Hearing Examiner's decision is correct, because the appellant is alleging error as to a desired, not a mandatory standard.

B. Appeal Issue No. 2: The appellant has not met his burden to demonstrate that the Hearing Examiner erred, nor has the appellant set forth any facts or described the particular variance criterion that he believes was misapplied by the Hearing Examiner.

C. Appeal Issue No. 3: The appellant has not met his burden to demonstrate that the Hearing Examiner erred, nor has the appellant set forth any facts or described the particular variance criterion that he believes was misapplied by the Hearing Examiner.

D. Appeal Issue No. 4: The appellant has not met his burden to demonstrate that the Hearing Examiner erred, nor has the appellant set forth any facts or described the particular variance criterion that he believes was misapplied by the Hearing Examiner. The Hearing Examiner was not required to consider statements made by individual Design Review Board members when determining whether or not the variance criteria have been met in a particular application. The Hearing Examiner is required to consider the code criteria and the applicable facts, which was done in this instance.

E. Appeal Issue No. 5: The appellant has not met his burden to demonstrate that the Hearing Examiner erred. The appellant has not cited any portion of the Comprehensive Plan that is not supported by the findings of the Hearing Examiner. The Comprehensive Plan policies were considered in the development of the Development Regulations in Title 17 and in the Design Manual. These regulations support the policies of the Comprehensive Plan.

F. Appeal Issue No. 6: The appellant has not met his burden to demonstrate that the Hearing Examiner erred. In this particular appeal issue, the appellant has misinterpreted the variance criteria, and applied it to the granting of a conditional use permit. Nothing requires an applicant to satisfy the variance criteria in order to obtain a conditional use permit. Therefore, the Hearing Examiner's decision is correct.

**STAFF REPORT AND RECOMMENDATION
TO THE CITY OF GIG HARBOR HEARING EXAMINER**

CONDITIONAL USE PERMIT CUP 01-05 AND VARIANCE VAR 01-07
September 11, 2001

PART 1 – GENERAL INFORMATION

- A. APPLICANT: Janis and Steve Denton,
9017 N. Harborview
Gig Harbor, WA 98332
- B. OWNER Janis and Steve Denton,
9017 N. Harborview
Gig Harbor, WA 98332
- C. AGENT Janis and Steve Denton,
9017 N. Harborview
Gig Harbor, WA 98332
- D. PROJECT DESCRIPTION/BACKGROUND INFORMATION
Application for a Conditional Use Permit (CUP 01-05) to
allow a Bed and Breakfast in a single family home in the
Waterfront Residential District at 9017 N. Harborview.
- E. PROPERTY DESCRIPTION
- 1) Location
 - a) Address: 9017 N. Harborview, Gig Harbor, WA
 - b) Legal:
 - c) Tax Parcel Number: 2260000731
 - 2) Site Area/Acreage Parcel size .21 acres
 - 3) General Physical Characteristics:
 - i. Soil Type: Harstine gravelly sandy loam
 - ii. Slope: 5 – 20%

- iii. Drainage: toward bay.
- iv. Vegetation: domestic vegetation

F. SURROUNDING LAND USE/ZONING:

- i. Site: WR – Waterfront Residential
- ii. West: WR – Waterfront Residential
- iii. East: DB – WR – Waterfront Residential
- iv. North: R-1 Residential (Hair Salon)
- v. South: Gig Harbor Bay

G. UTILITIES/STREET ACCESS: The parcel is served by City sewer and water and is accessed from North Harborview Drive – a public street.

H. PUBLIC NOTICE

Public notice was provided as required pursuant to Section 19.03.003 as follows:

- Publication of legal notice in the Peninsula Gateway newspaper on July 27, 2001
- Continued to time and place specific by Hearing Examiner Wednesday, August 15.
- Mailed to property owners of record within three hundred feet of the site on August 24, 2001.
- Posted on site by the applicant.

PART II: PROJECT ANALYSIS

A. AGENCY REVIEW /COMMENTS

1) Public Comments Received:

No written comments were received. Mr. And Mrs. Sherman, 9021 N. Harborview Dr., and Mr. Greg Hoeksema, 9105 Peacock Hill Avenue, have requested to be listed as parties of record.

B. CONSISTENCY WITH APPLICABLE LAND USE POLICIES AND CODES

1) City of Gig Harbor Comprehensive Plan:

Goal: Increase local economic opportunities.

- 10) Provide reasonable guidelines and standards for the siting of home-based businesses (home occupations) in residential neighborhoods. Insure that home-based businesses do not alter or impact the residential character of neighborhoods.

Goal: Identify, preserve, and develop appropriate waterfront architecture.

2) City of Gig Harbor Zoning Code (Title 17 GHMC)

The City of Gig Harbor Zoning Code includes the following relevant sections.

A. 17.04 Definitions:

17.04.103 – “Bed and Breakfast” means a single-family residence which provides overnight lodging for guests and which is limited to five guest rooms.

B. 17.46 Waterfront Residential (WR)

17.46.010 – Intent

This district recognizes those areas of the shoreline that are characterized by single-family residences. It is intended that development occur that is respectful of the shoreline and surrounding properties while permitting a limited mix of residential structure types.

17.46.030 – Conditional Uses

Subject to the requirements, standards and procedures for conditional uses set forth in Chapter 17.64 GHMC, the following uses may be permitted in a waterfront residential district:

...C. Bed and breakfast establishments.

17.46.040 Development standards

A minimum lot area for new subdivisions is not specified. The minimum lot requirements are as follows:

...C. Minimum Front Yard	20'
D. Minimum Side Yard	10'

17.46.070 – Parking and loading facilities

In a waterfront residential district, parking and loading facilities on private property shall be provided in connection with any permitted or conditional use as specified in Chapter 17.72 GHMC.

C. 17.64 – Conditional Uses

17.64.040 – Review Criteria

Each determination granting or denying a conditional use permit shall be supported by written findings of fact showing specifically wherein all of the following conditions are met:

- A. That the use which the conditional use permit is applied for is specified by this title as being conditionally permitted within, 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, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

D. 17.66 – Variances, Interpretations, Appeals

17.66.010 Intent. This chapter is intended to provide review procedures and criteria for those special situations where the dimensional, bulk or spacing provisions of this title may be relaxed. Variances are not intended to be used as a means of circumventing individually inconvenient regulations.

17.66.030 General Variances.

B. Before any variance can be granted the, the examiner shall make findings of fact setting forth and showing that the following circumstances exist:

1. The proposed variance will not amount to a rezone nor authorize any use not allowed in the district;
2. Special conditions and circumstances exist which are peculiar to the land such as size, shape, topography or location, not applicable to other land in the same district and that literal interpretation of the provisions of this title would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this title;

3. The special conditions and circumstances do not result from the actions of the applicant;
4. Granting of the variance requested will not confer a special privilege that is denied other lands in the same district;
5. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated;
6. The hearing examiner shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land;
7. The decision of the hearing examiner shall be final. Appeals of the examiner's decision may be made to the city council in accordance with the appeal procedures established under GHMC 17.10.160.

E. 17.72 – Off-Street Parking and Loading Requirements

17.72.030 – Number of off-street parking spaces required.

- N. For hotels and motels, one and one-quarter off-street parking spaces for each room to rent.
- S. For any other use not specifically mentioned or provided for, the planning director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed;

3) City of Gig Harbor Shoreline Master Plan

3.13 Parking

Policies:

- 1) Parking facilities should not extend over the surface of Gig Harbor, nor interfere with any views to or from the water's surface.
- 2) ...
- 3) Parking facilities should be appropriately screened, landscaped, and maintained so as not to have detrimental aesthetic effects on their surroundings.
- 4) Surface drainage from parking facilities should not adversely affect the water quality of Gig Harbor.
- 5) Parking lot surfaces should be constructed to minimize erosion and siltation of materials into Gig Harbor Bay.
- 6) Common parking areas are encouraged between uses.

Regulations:

- 1) Parking facilities shall be designed, screened, and landscaped in accordance with the landscaping standards for the underlying zoning district to minimize adverse effects on the shoreline area of the City of Gig Harbor.
- 2) Pedestrian access walkways shall be provided between upland parking areas and the site which they serve.

3.15 – Residential Development

Residential Development consists of the construction of single and multiple-family residences, including the act of subdividing property. Single-family residences on individual lots are exempt from obtaining a Shoreline Substantial Development Permit, but are nonetheless required to meet the following policies and regulations.

7) City of Gig Harbor Design Manual

PART III: FINDINGS AND CONCLUSIONS

1. The Denton's have a single family, craftsman style home in the Waterfront Residential (WR) district. They have applied for a conditional use permit (CUP) for a bed and breakfast, and a variance (VAR) to allow them to construct a garage that extends 11' into the required 20' setback from the road that will allow them to construct a 3-car garage with rooms above. Those rooms include a B&B room, a family guest room, and a bonus room nearest the street. An entrance is proposed from the bonus room, into the house.
2. The project is within the allowed 40% impervious surfaces.
3. A **Shoreline Substantial Development Permit Exemption** has been issued by the Director of Planning and Building Services.
4. **Conditional Use Permits** must meet the following requirements:
 - A. That the use which the conditional use permit is applied for is specified by this title as being conditionally permitted within, and is consistent with the description and purpose of the zone district in which the property is located;

A Bed and Breakfast is a conditional use in the WR zoning district.

- 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;

This use will not be detrimental to the public health, safety, comfort, convenience and general welfare and will have no impact on the established character of the surrounding neighborhood. The proposed use will have the effect of preserving an existing craftsman style home along the waterfront, which is part of the historic district as defined in the City of Gig Harbor Design Manual.

- 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;

The proposed use is separated from on of the main commercial districts by two houses and a condominium complex. There is a hair salon in the R-1 zoned house across the street. This is an excellent location for a Bed and Breakfast as it is on the water and will increase public enjoyment of our shorelines, and provide tourists with accommodations from which they may walk to the attractions along the Gig Harbor Waterfron.

- D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

The proposal is for a 4-unit B&B in a single family home. Assuming two parking places for the home and five for the B&B at $1.25 \times 4 = 5$, total parking requirements are 7 spaces. The proponents plans show 8 parking spaces. However, the space labeled "Parking 4" is only 72 SF which does not meet the requirements of the Gig Harbor Municipal Code (8x18' per 17.72.020) and therefore cannot be permitted. A landscaping plan must be provided showing that the parking will be properly landscaped, and the parking spots are properly lined and of sufficient size

- 4) The applicants have requested an 11 foot variance on the 20' required front yard setback to accommodate a three car garage with rooms above. Their proposal meets the requirements for a variance in the following ways:

- a. The proposed variance will not amount to a rezone nor authorize any use not allowed in the district;

Though this application involves a conditional use permit for a use conditionally allowed in the zone, the variance has little to do with that issue. Staff believes it does not amount to a rezone nor will the setback variance authorize any use not allowed in the district.

- b. Special conditions and circumstances exist which are peculiar to the land such as size, shape, topography or location, not applicable to other land in the same district and that literal interpretation of the provisions of this title would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this title;

The lot slopes steeply toward the waterfront. While the Design Review Manual requires garages to be in the rear of the house, it is not appropriate, nor is there room to place a house, on the waterfront side of this property. A garage is a commonly enjoyed use in almost all contemporary residential developments, and one enjoyed by many neighbors in the area.

- c. The special conditions and circumstances do not result from the actions of the applicant;

The slope, the waterfront location, and the size of the parcel are not conditions or circumstances resulting from the actions of the applicant.

- d. Granting of the variance requested will not confer a special privilege that is denied other lands in the same district;

Other properties along North Harborview share some of the same constraints. Some have lots that can accommodate a garage 20 feet from the street, others are non-conforming and have built in the 20' setback, most have garages.

- e. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated;

The view of the water will not be obstructed by this garage. It is not over the height restriction for the area. The character of the community will be largely maintained, if they can provide landscape screening of the parking on the street. The Denton's are currently utilizing the area to be constructed upon as parking, and a retaining wall exists in the approximate location of the outer wall of the

proposed addition. There is sufficient visual clearance for all parking stalls approved except "Parking 4" which is also inadequate in size. However, there are 7 other parking places being provided that will adequately serve the project.


PART IV: STAFF RECOMMENDATION

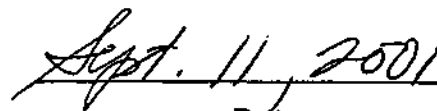
Based upon the findings and conclusions in Part III of this report, staff recommends that application for **CONDITIONAL USE PERMIT CUP 01-05** be Approved subject to the following condition:

1. That the Hearing Examiner approves the variance for parking associated with the applicants building permit so that adequate parking may be provided.

Based upon the findings and conclusions in Part III of this report, staff recommends that application for **VARIANCE VAR 01-07** be Approved subject to the following conditions:

1. A Landscaping plan be submitted for all areas adjacent to parking, and that provides screening for the parking along the sidewalk.
2. That Parking 4 is eliminated from the drawings.
3. That no additional parking will be provided in the current concrete right-of-way adjacent to the side walk.
4. That pedestrian access be provide through the parking areas to the street on both the drive way and upper parking areas in colored and textured concrete.
5. That the storm water/drainage be designed to protect the water quality of Gig Harbor Bay, and reviewed and approved by public works.
6. That erosion control per the City of Gig Harbor Public Works Standards will be in place during construction and a plan to that effect be submitted in writing and approved by staff.


Patricia Lolavera
Senior Planner


Date

Attachments: Zoning Map of area
 Aerial Photo of area

May 29, 2001 letter from Denton
July 13, 2001 letter from Denton
August 27, 2001 letter from Denton
Sheet of 4 photos provided by Denton
Six 11x17 photos of neighborhood provided by Denton

May 29, 2001 letter from Denton
July 13, 2001 letter from Denton
August 27, 2001 letter from Denton
Sheet of 4 photos provided by Denton
Six 11x17 photos of neighborhood provided by Denton
Site Map

May 29, 2001

Department of Planning and Building
City of Gig Harbor
3125 Judson Street
Gig Harbor, WA 98335

Please review this application for a conditional use permit for a 4 bedroom Bed and Breakfast establishment at 9017 North Harborview Drive, Gig Harbor.

- 1) Zoning for the location is W-R and allows a Bed and Breakfast of up to 5 rooms.
- 2) A Bed and Breakfast establishment would be in keeping with the neighborhood since it is across the street from a Hair Salon and very close to shops and restaurants. The character and charm of this old fisherman's home will be enhanced with the addition of a garage and an attractive entry.
- 3) This location is within walking distance to existing shops and restaurants and would be a lovely place for visitors to come and enjoy Gig Harbor. With 5 guest parking spots onsite, as well as 3 for the owners, it would not place any strain on public facilities or streets.
- 4) The site plan shows parking with extensive use of grass blocks to minimize the use of concrete and maintain the pervious/impervious land standards. There is attractive landscaping around the house to enhance the street appeal, and around the yard to maintain privacy for the neighbors.

Thank you for your consideration of this request.

Janis and Steve Denton
9017 North Harborview Drive
Gig Harbor, WA 98332
Phone 226-4248

July 13, 2001

City of Gig Harbor
Planning and Building Services
3125 Judson Street
Gig Harbor, WA 98335

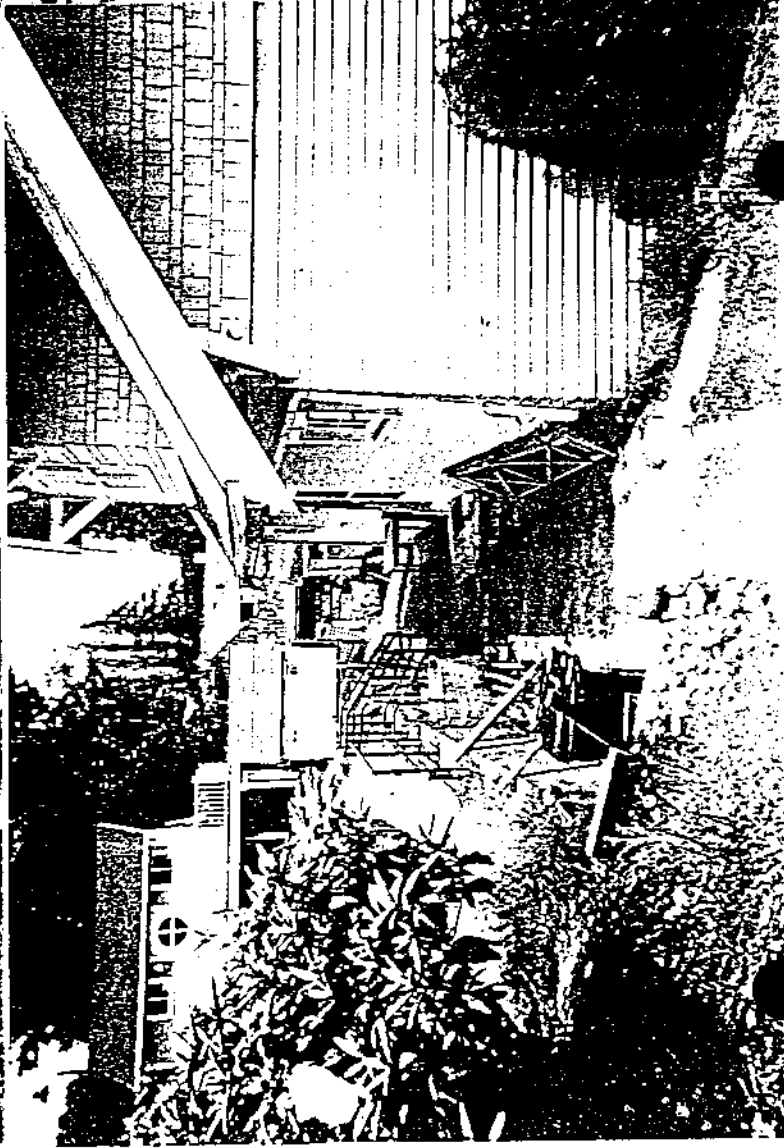
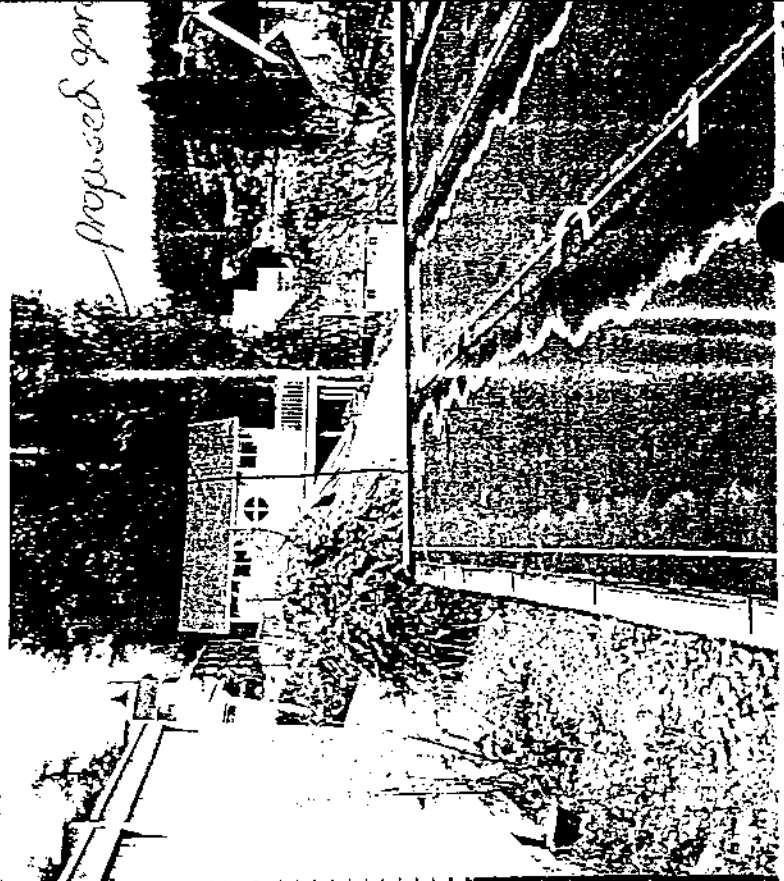
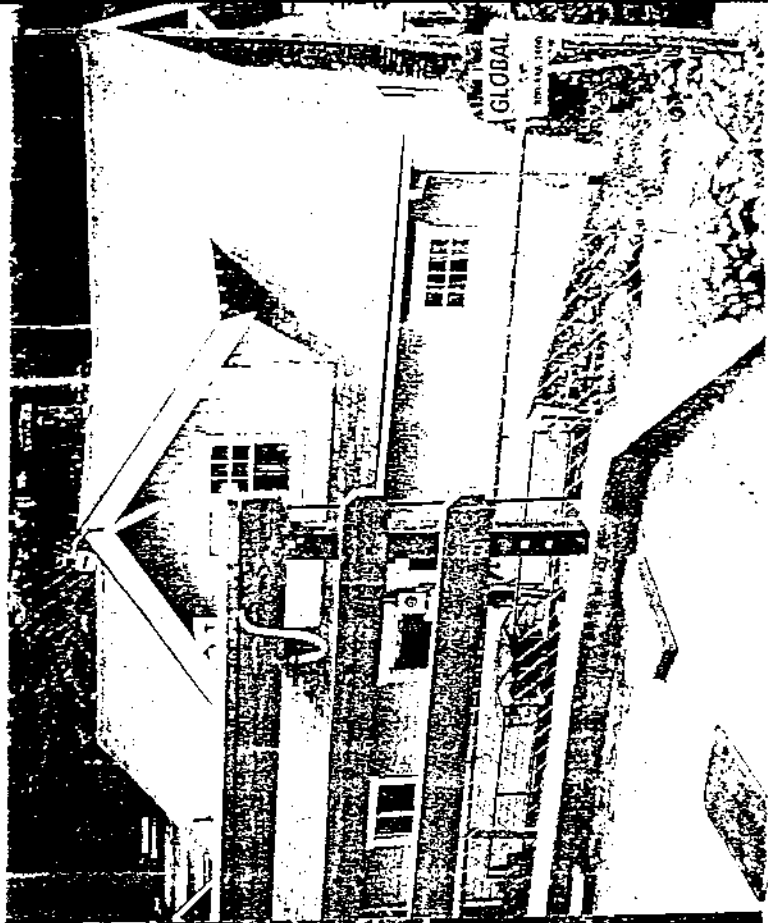
Re: Variance Request for;

- 1) Garage to be situated in front of house.
- 2) Height above the overall 27' allowance but within the height allowance determined by setbacks and Historic district standards of 18'.

1. This variance complies with existing use and zoning.
2. The property does not allow for the garage to be located behind the house because of the waterfront location.
3. Both adjacent neighbors have garages in front of their houses and close to the road. (see attached photos)
4. Same as above.
5. The garage will be below street level with a second story in keeping with the character of the house. This is what will be most visible to the public.

Thank you for your consideration of this variance request.

Janis and Steve Denton
9017 N. Harborview Drive
Gig Harbor, WA 98332
Phone: 226-4248



Steve & Janis Denton

9017 North Harborview Drive
Gig Harbor, WA 98332

Date: August 27, 2001
To: City of Gig Harbor
From: Steve Denton, homeowner
Subject: Setbacks of neighbors

The following is a list of neighbors on our street with homes or garages that appear to be within the required twenty foot setback from the property line on the street. I have identified the properties by house number and estimated the distance that the structures are from the property line.

In our case, we are requesting to increase the height of our existing retaining wall that now defines our parking area. When back filled, this wall will provide three additional parking spots on the street and make up one wall of our garage. It currently stands about eleven feet from the property line. Because this wall and parking area are already existing and well below street level, we feel that the impact on the street and neighborhood will be minimal.

<u>House number</u>	<u>Approximate set back*</u>
9009	3'
9017 (our house)	11' requested
9021	2' over the property line
9109	12' to garage and 5' to wall of garage
9113	1'
9125	12' to carport
9301	10'
9303	5'
9307	5'
9315	3'

* These dimensions were estimated from the sidewalk and were not done with a tape measure.

Steve Denton

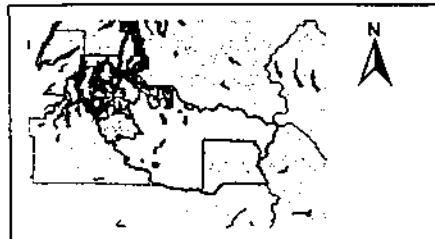
Denton House



MAP LEGEND

~ Roads - All*

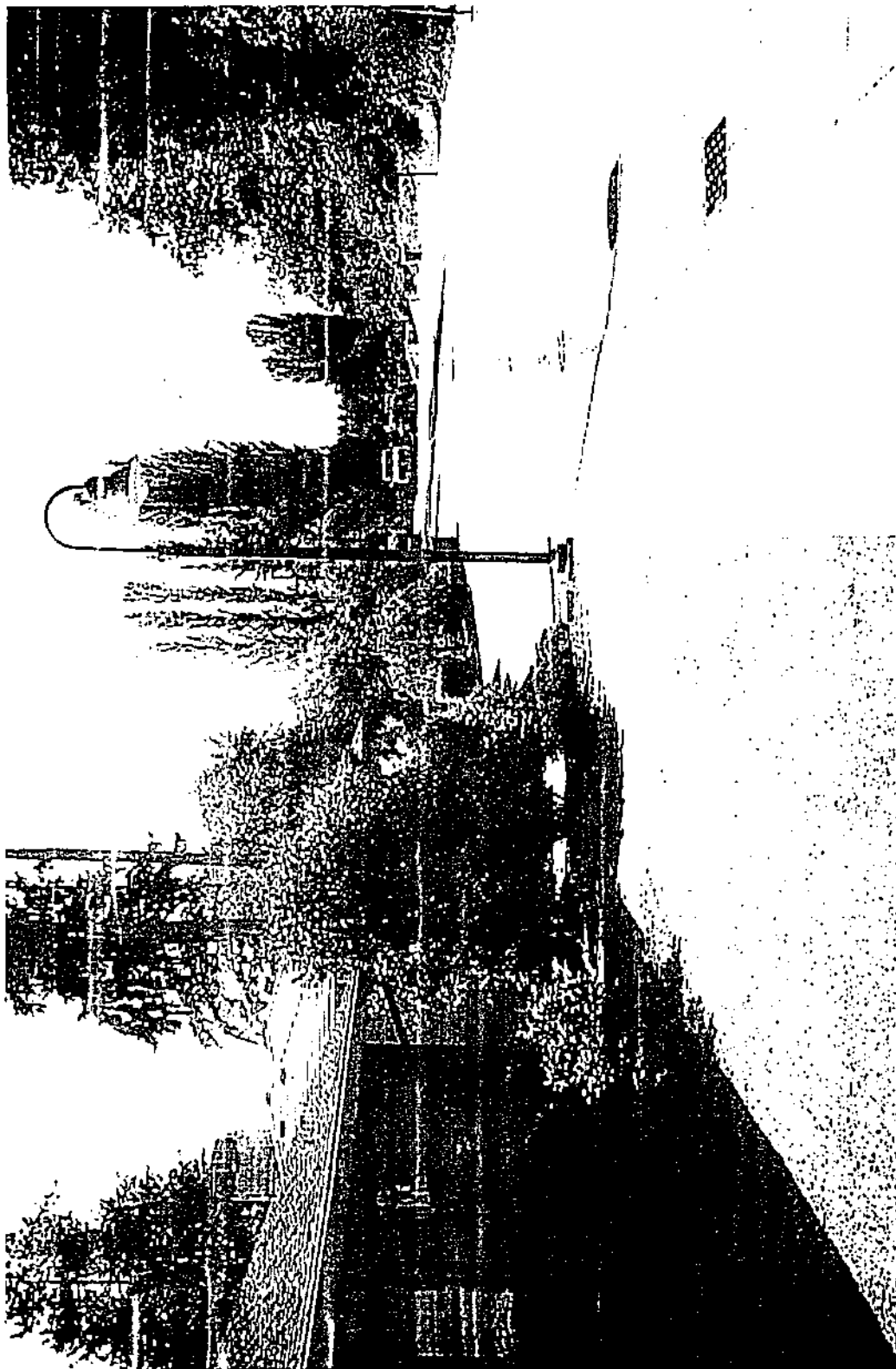
Scale 1:564

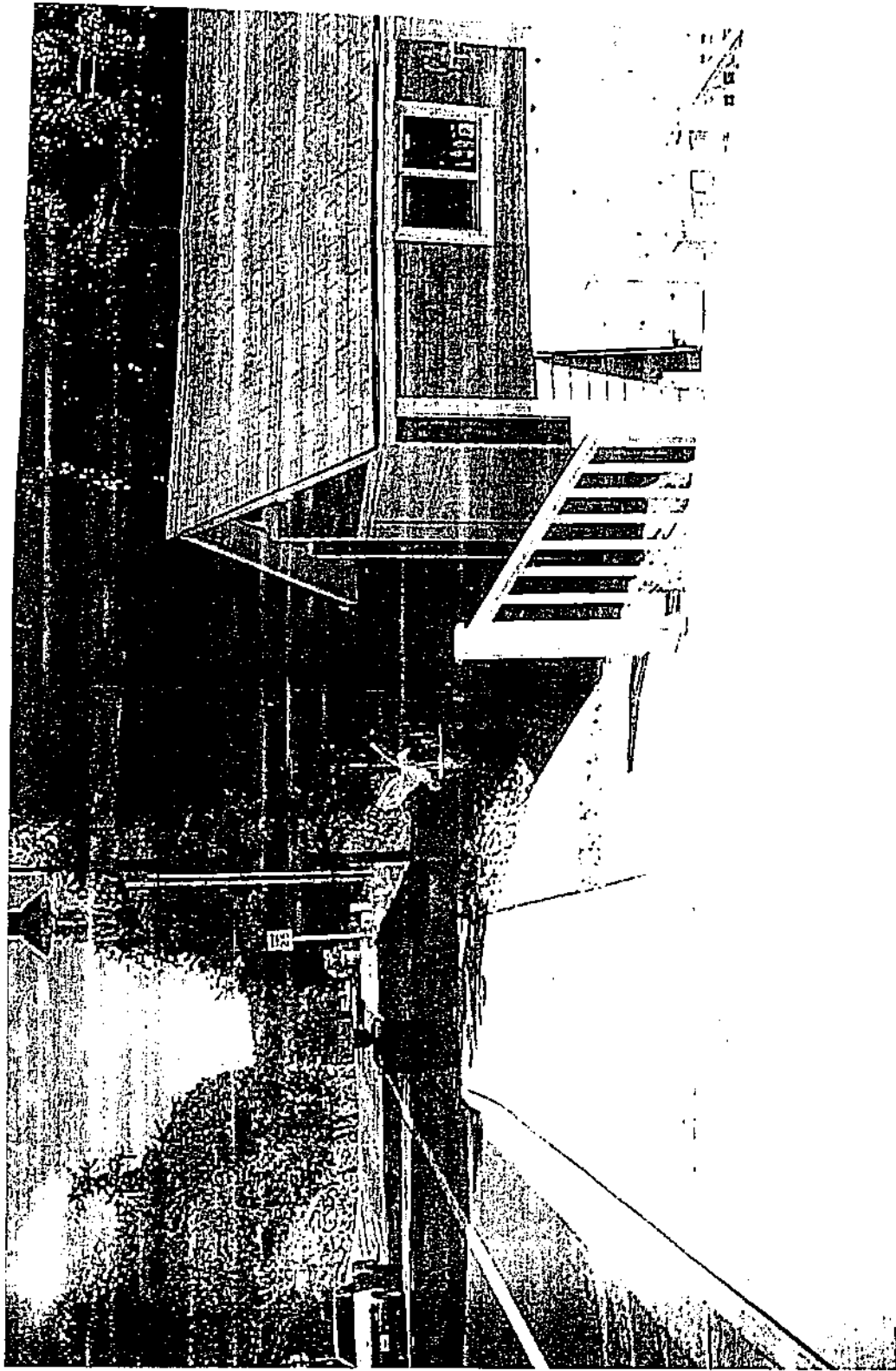


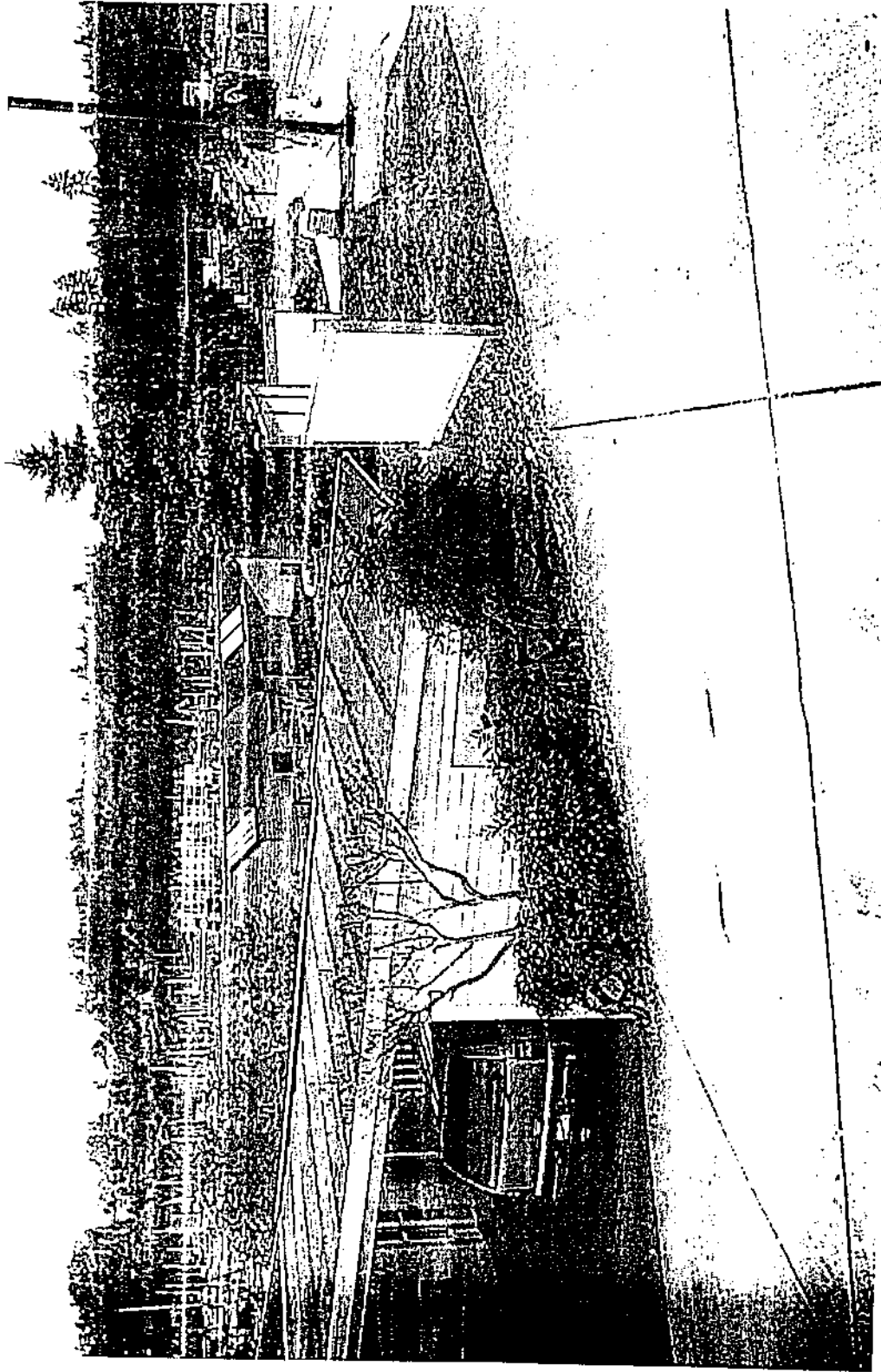
11:06 Sep 12, 2001



Pierce County
Geographic Information Services




























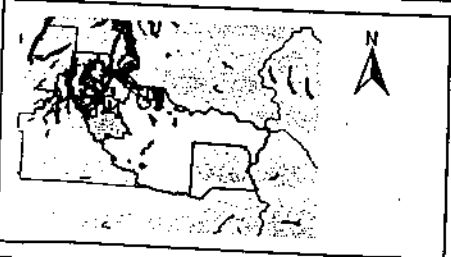
NEIGHBOR TO EAST

Denton Zoning

MAP LEGEND

-  Tax Parcels*
-  Zoning.shp
-  B1
-  B2
-  C1
-  R1
-  R2
-  R3
-  RB1
-  RB2
-  WC
-  WM
-  WR
-  P1
-  DB
-  PCD-RLD
-  PCD-BP
-  PCD-C
-  PCD-RMD
-  NB
-  Split Zone

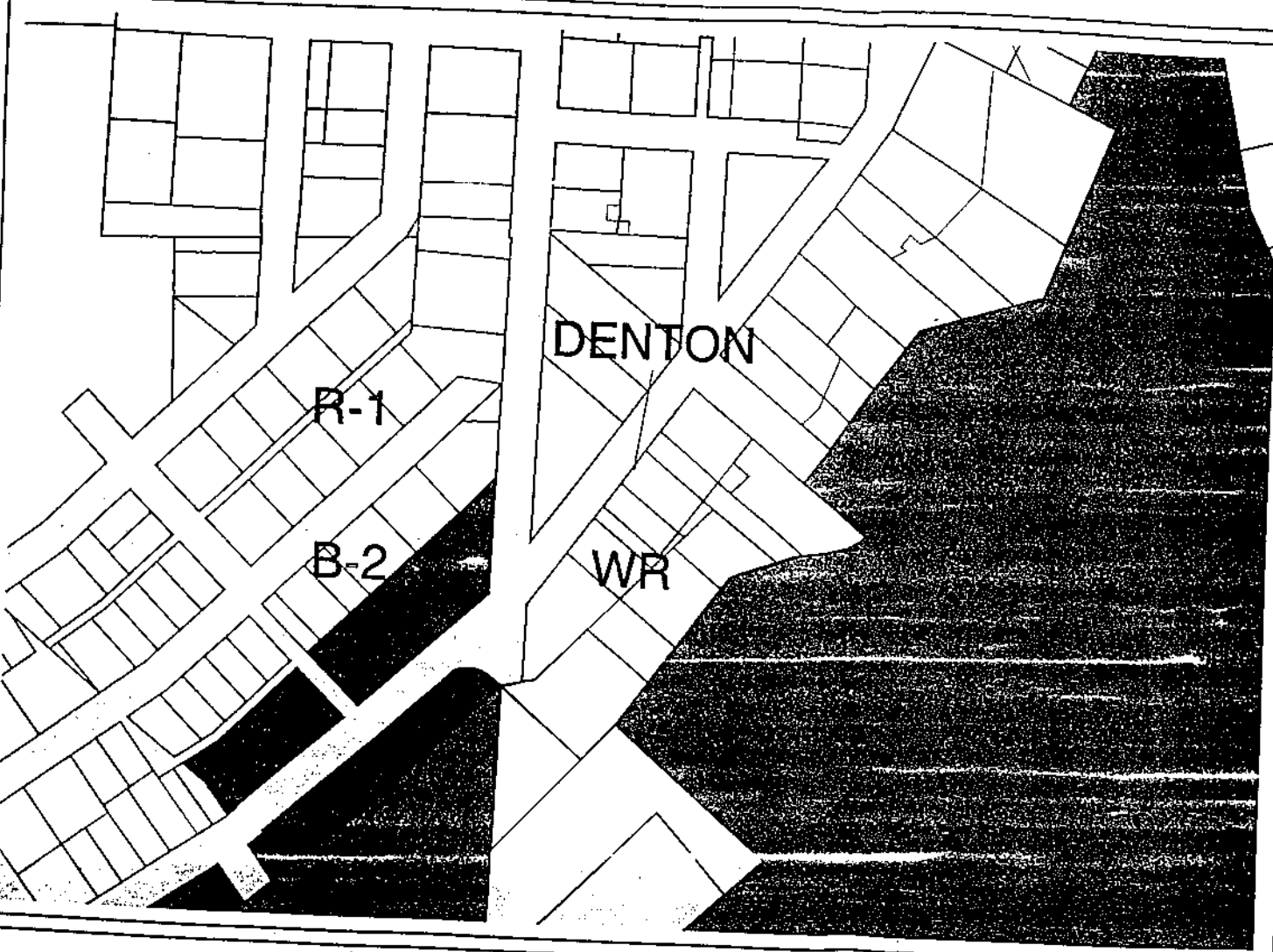
Scale 1:2277



9:51 Sep 13, 2001



Pierce County
Geographic Information Services



LPLC - PLANNING

Phone 265-8851

Total lot
70x122 = 8540
% coverage = 3416

Structures

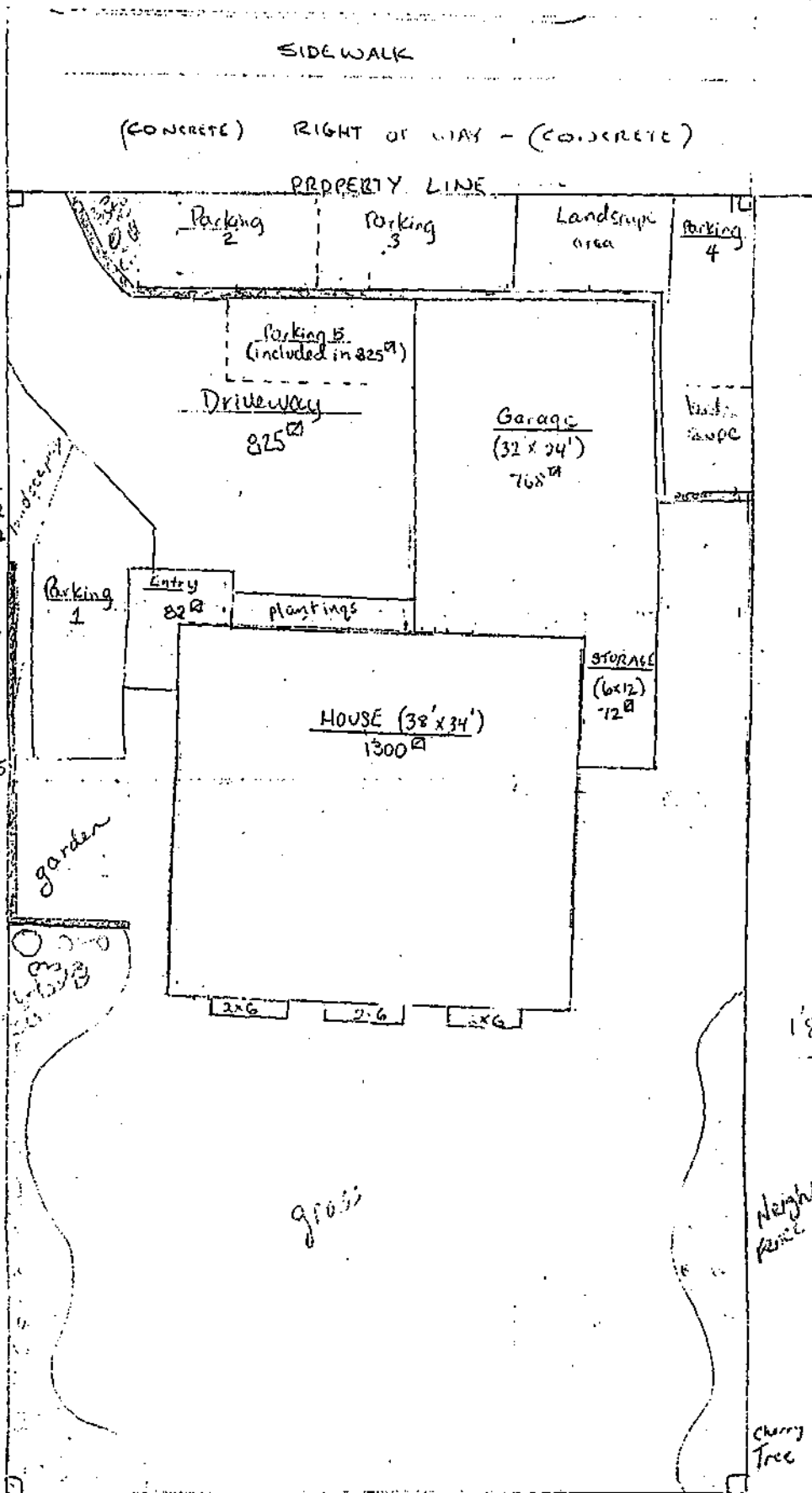
House 1300
Garage 768
Storage 72
Entries - Front 82
- Basement 36

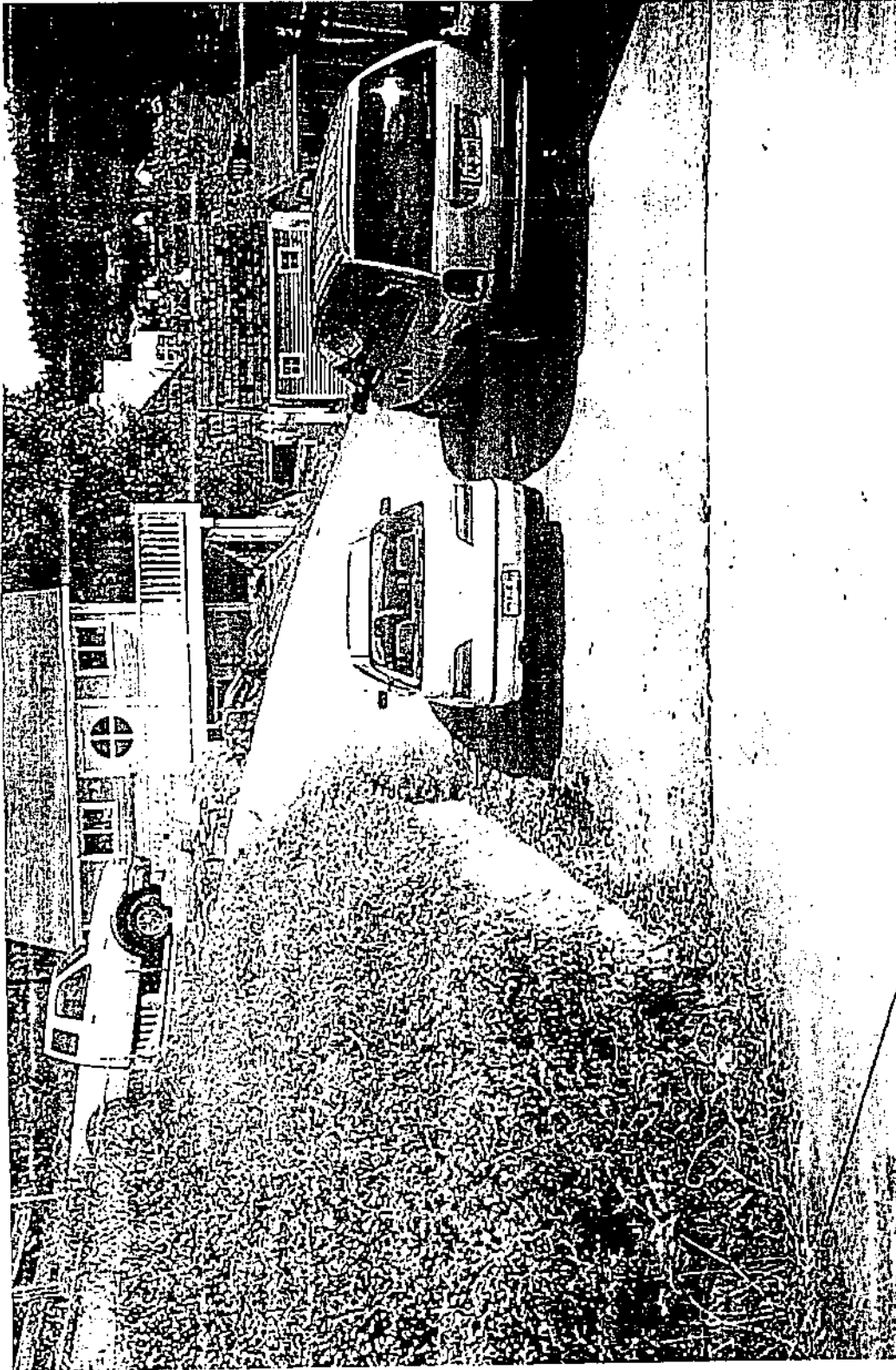
Grass blocks @ 50%

Parking 1 = 244 ÷ 2 = 122
Parking 2 = 144 ÷ 2 = 72
Parking 3 = 144 ÷ 2 = 72
Parking 4
Grass strip 4x18
2 Grass block strips
2x18x2 = 72 ÷ 2 = 36
Parking 5
concrete included
in driveway

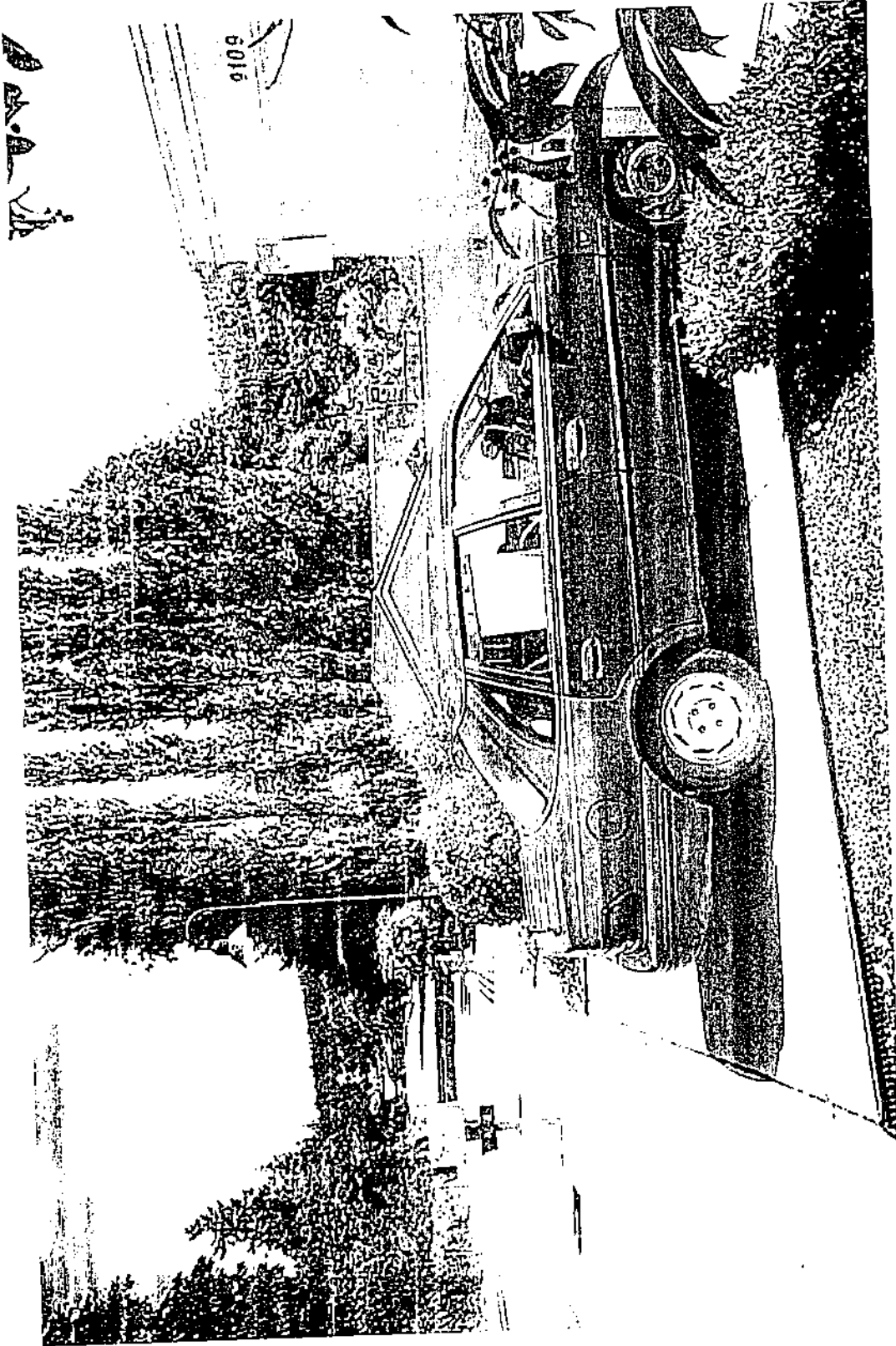
Driveway 825

Total coverage 3385





DENTON RESIDENCE





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BEFORE THE HEARING EXAMINER
FOR THE CITY OF GIG HARBOR

In Re: the Application of Janis and Steve
Denton,

CUP 01-05 & VAR 01-07

FINDINGS, CONCLUSIONS
AND DECISION

I. SUMMARY OF DECISION

The applications for a conditional use permit to allow a Bed and Breakfast in a single family home in the Waterfront Residential District, and for a setback variance to construct a garage, at 9017 N. Harborview Drive within Gig Harbor, are GRANTED, subject to conditions.

II. SUMMARY OF PROCEDURE

A. Hearing. An open record hearing was held in the City of Gig Harbor on September 19, 2001.

B. Exhibits.

The City of Gig Harbor submitted the following exhibits:

1. Staff Report dated September 11, 2001 (including a last page which is a hand-drawn "plot plan"), which included:

- a. A zoning map of the area;
- b. An aerial photo of the area;
- c. A letter dated May 29, 2001 from the Dentons to the City regarding a request for a conditional use permit;
- d. A letter dated July 13, 2001 from the Dentons to the City regarding a request for a variance;

- 1 e. A letter dated August 27, 2001 from the Dentons to the City
2 regarding setbacks of neighboring properties;
3 f. One page of four color copied photographs of the subject site
4 provided by the Dentons;
5 g. Six 11 x 17 photographs of the neighborhood provided by the
6 Dentons; and
7 h. A copy of the City's determination of non-significance under
8 SEPA, dated September 14, 2001, regarding the conditional use permit application.

9 The Applicants submitted the following exhibits:

- 10 2. A front elevation of the proposed garage structure with landscaping; and
11 3. A larger version of Exhibit 1.b., with handwritten notations depicting
12 the locations of the sites depicted in Exhibit 1.g.

13 C. Pleadings. In addition, the Hearing Examiner considered the following:

- 14 1. None.

15 D. Testimony. The following individuals provided testimony under oath:

- 16 1. The Staff Report was presented by Pat Iolavera, Senior Planner;
17 2. Steve and Janis Denton spoke on behalf of the applicant; and
18 3. Dr. Greg Hoeksema spoke in opposition to the variance application.

19 III. FINDINGS

20 1. In general, this matter involves applications submitted by Steve and Janis
21 Denton for both a conditional use permit to locate a four unit Bed and Breakfast in an
22 existing single family home within the Waterfront Residential ("WR") District, and for
23 a variance to allow the construction of a garage seventeen feet into the required 26 foot
24 front yard setback¹ from the road. The garage is proposed to sit below street level, and

25 ¹During the hearing, the parties discussed the garage in terms of an eleven foot
encroachment into a twenty foot setback. Although a 20 foot front yard setback does
exist in the WR District under GHMC 17.46.040, the Design Manual imposes a 26 foot
front yard setback for garages in the WR District. See, Design Manual at 82, 89. In the
event of conflict between the zoning code and the Design Manual, the Manual controls.
GHMC 17.98.020. The extent of the encroachment, however, is immaterial to the

1 will include an upper story featuring "a Bed and Breakfast room, a family guest room,
2 and a bonus room nearest the street." Ex. 1, at 6. An entrance to the existing house is
3 proposed from the bonus room. Id.

4 2. Notice of these applications was published in the Peninsula Gateway on July
5 27, 2001, was mailed to property owners within 300 feet of the site on August 24, 2001,
6 and was posted on the site by the applicant.

7 3. The City's SEPA Responsible Official issued a determination of non-
8 significance on September 14, 2001. No SEPA appeals were filed.

9 4. The Dentons own the waterfront home located at 9017 N. Harborview Drive
10 within the City of Gig Harbor. Their property is zoned WR, and is approximately .21
11 acres in size. The properties to the east and west of their property are also zoned WR,
12 while the property to the north across N. Harborview Drive is zoned R-1 Residential, and
13 includes on that site a commercial hair salon. Gig Harbor Bay lies immediately to the
14 south of the Dentons' property.

15 5. According to the Dentons, nine other homes along N. Harborview Drive have
16 either houses or garages that are set back from the front property line between one and
17 twelve feet. Exs. 1.e., 1.g., and 3.

18 6. Turning first to the application for a conditional use permit, GHMC 17.64.040
19 requires the examiner to consider and to make written findings on the following criteria:

20 a. That the use for which the conditional use permit is applied for is
21 specified by this title as being conditionally permitted within, and is consistent with the
22 description and purpose of the zoning district in which the property is located.

23 • A Bed and Breakfast is a conditional use in the WR zoning district.
24 GHMC 17.46.030.

25 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.

• There is no evidence in this record to suggest that a bed and breakfast
establishment at this location would be detrimental to the public health, safety, comfort,

examiner's decision on the variance application.

1 convenience or general welfare. Given its proximity to the waterfront tourist attractions
2 and the adjoining Waterfront Commercial District, this site is well suited for such an
3 establishment.

4 The established character of the surrounding neighborhood is an important
5 asset to the City and its waterfront districts. The proposed use will have the effect of
6 preserving an existing craftsman style home along the waterfront, which is part of the
7 Historic District as defined in the City of Gig Harbor Design Manual. Id., at 85; Ex. 1
8 at 7. Although the proposed garage/bed and breakfast will also have the effect of
9 expanding the existing historic structure, the applicants' plans (and the City's applicable
10 development regulations) will serve to ensure that the proposed addition maintains the
11 character of the surrounding neighborhood.

12 c. That the proposed use is properly located in relation to the other land
13 uses and to transportation and service facilities in the vicinity; and further, that the use
14 can be adequately served by such public facilities and street capacities without placing an
15 undue burden on such facilities and streets.

16 • The proposed use is separated from one of the main commercial districts
17 by two houses and a condominium complex. A hair salon operates in the R-1 zoned
18 house almost directly across the street. This location is on the waterfront, is within
19 walking distance of shops, restaurants, and other downtown attractions, and will increase
20 public enjoyment of the Gig Harbor waterfront. Guests who drive personal vehicles to
21 this location will increase the strain on City streets, but the impact will be small and the
22 proposal provides for off-street parking in excess of that required by applicable regulation.
23 See, (d), below.

24 d. That the site is of sufficient size to accommodate the proposed use and
25 all yards, open spaces, walls and fences, parking, landscaping and other such features as
are required by this title or as needed in the opinion of the examiner.

• The proposal is for a 4-unit B&B in a single family home. Under
GHMC 17.46.070, in the WR District, parking and loading facilities must be provided as
set forth in GHMC 17.72. Under GHMC 17.72.030(S), the planning director considered
GHMC 17.72.030(A) and (B) regarding parking requirements for single family and
multiple family dwellings, and then required 1.25 off-street parking spaces for each of the
four rooms of the proposed bed and breakfast, and two more parking spaces for the
existing single family residence.

The examiner adopts the planning director's decision on parking, and finds
that a total of 7 off-street parking spaces are required. The Dentons' plans show a total
of eight parking spaces. Ex. 1, last page. Initially, Staff believed that the space labeled
"Parking 4" was only 72 square feet which would not meet the requirements of the

1 GHMC 17.72.020(C) (8' x 18'). At the hearing, Ms. Iolavera testified that the square
2 footage requirement was in fact satisfied, but also indicated that Public Works approval
3 would be necessary for appropriate entry and exit sight distances and other safety issues.

4 Other than the front yard (which is the subject of the variance application,
5 discussed below), no other setback nor other development regulation issues are apparent.
6 The Dentons submitted a proposed landscaping drawing, which is to be distinguished from
7 a landscaping plan subject to City review and approval, which indicates that landscaping
8 concerns and code requirements can be satisfied. See, e.g., Design Manual, at 43.

9 7. As set forth above, the examiner finds that the application for a conditional use
10 permit to build the proposed garage and four unit bed and breakfast satisfies all of the
11 review criteria required by GHMC 17.64.040.

12 8. Turning next to the issue of the front yard setback variance application, the
13 examiner reviewed and considered numerous sections of the Gig Harbor Municipal Code
14 in reaching this decision. Under GHMC 17.98.030, the City's Design Manual applies to
15 these applications as they involve defined "outdoor proposals." As previously mentioned,
16 the Dentons' property lies in the WR District. Accordingly, it is also within the Historic
17 District, since the Historic District includes "all Waterfront Districts." Design Manual,
18 at 85.

19 9. Under the performance standards of the zoning code for the WR District, the
20 minimum front yard setback is 20 feet. GHMC 17.46.040. Under the Design Manual,
21 however, the front yard setback for a garage is 26 feet, under both single family housing
22 design standards and the Historic District design standards. Design Manual, at 82, 89.
23 Admittedly, the top story of the proposed garage has the trappings of a house, which
24 would require only a 20 foot setback even under the Design Manual. The primary
25 structure, however, is clearly a garage. Although both single family and duplex dwellings
are allowed in the WR District (GHMC 17.46.020(A)), the proposed bed and breakfast
establishment is reviewed under the single family guidelines. Under the code, a "bed and
breakfast" is a "single family residence" which provides overnight lodging for guests.
GHMC 17.04.103.

10. In case of conflict between the performance standards of the zoning code and
the Design Manual, the Design Manual controls. GHMC 17.98.020. Here, then, the
examiner is considering a variance application to permit the garage structure to intrude
seventeen feet into the otherwise required 26 foot front yard setback.

11. In considering the variance application, GHMC 17.66.030 requires the
examiner to consider and make written findings on the following criteria:

- a. The proposed variance will not amount to a rezone nor authorize any

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use not allowed in the district.

• The variance application clearly does not amount to a rezone, nor will a front yard setback variance authorize any use not allowed in the district. As discussed above, a bed and breakfast establishment is allowed as a conditional use in the WR District. The applicants have satisfied this review criterion.

b. Special conditions and circumstances exist which are peculiar to the land such as size, shape, topography or location, not applicable to other land in the same district and that literal interpretation of the provisions of this title would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this title.

• Like some, but not all, other lots along N. Harborview Drive in the WR District, the Dentons' lot slopes toward the waterfront. The lots in the WR District are of many different shapes and sizes. Ex. 1.a. Some have front garages, others do not. Some have no garages. Many other similar properties in the WR District, however, also have front garages within the setback. Ex. 1.g.

While the Design Manual indicates a preference to locate garages in the rear of the house (Id., at 82), no room exists to place a garage (and associated sideyard driveway) between the existing house and the waterfront. Equally obvious, a garage near the water would run contrary to many other provisions of the Design Manual, comprehensive plan, and other development regulations.

The Design Manual also provides for situations, like this one, "where it is not possible to locate garages behind the house." Id., at 83. In those cases, the Design Manual requires that the garage be "de-emphasized" and that preference be given to "design elements." Id.

A garage is a commonly enjoyed use in almost all contemporary residential developments, specifically including many other residential uses within the WR District. Exs. 1.e., 1.g.

Although Dr. Hoeksema correctly notes that other properties in the WR District are burdened by the same "special conditions and circumstances" as the Dentons' property, those other properties have virtually all been developed within the front setback as well. Dr. Hoeksema eloquently urges against the creation of a "modern precedent" allowing garages and other structures within the front yard setback in the WR District. On this record, however, the modern precedent had already been set prior to submission of this application, consistent with applicable development regulations, to allow front yard structures in certain cases. The applicants have satisfied this review criterion.

1 c. The special conditions and circumstances do not result from the actions
2 of the applicant.

3 • Mr. Denton candidly testified that he was unaware of the front yard
4 setback requirement and that he "didn't do enough research" when he and Mrs. Denton
5 purchased the property in June 2001. This criterion, however, refers to "special conditions
6 and circumstances . . . such as size, shape, and topography," and not to a buyer's due
7 diligence prior to closing a purchase. The slope, the waterfront location, the size and
8 other topographical features of the parcel are not conditions or circumstances resulting
9 from the actions of the applicant. Rather, they are conditions applicable to other lots in
10 the area, many of which have been developed similarly to that proposed by the Dentons.
11 The applicants have satisfied this review criterion.

12 d. Granting of the variance requested will not confer a special privilege
13 that is denied other lands in the same district.

14 • As discussed under sub-section (b), above, granting this variance will
15 serve to treat the Dentons' property in much the same manner as other, similarly situated
16 property in the WR District has been treated. Granting of the variance will not confer a
17 special privilege denied to other lands. The applicants have satisfied this review criterion.

18 e. The granting of the variance will not be materially detrimental to the
19 public welfare or injurious to the property or improvements in the vicinity and zone in
20 which the subject property is situated.

21 • As proposed, the garage itself will be substantially, if not entirely, below
22 street grade. The top floor which will house the bed and breakfast room and other rooms,
23 however, will be above street grade. Admittedly, if approved, this top floor will impact
24 the view of the water in some respects and from some angles. The structure will not
25 eliminate the water view in any permanent sense and, as proposed, the structure complies
with the height restriction for the WR District.²

The character of the community will be largely maintained, especially given
the condition to provide landscape screening of the parking to the City's satisfaction. The
Dentons currently use much of the area proposed to be constructed upon as parking. Ex.
l.g., second sheet. A retaining wall currently exists in the approximate location of the
outer wall of the proposed garage structure. Id.; Testimony of Mr. Denton. As proposed,
that existing wall will be built up vertically and will serve as the outer wall for the
proposed garage structure. The area between that wall and the existing right of way will

²The Design Review Board allowed a minor height variance by decision dated August 20, 2001.

1 then be backfilled, resulting in additional off-street parking and landscaping at street level.
2 Ex. 1, last sheet; Testimony of Mr. Denton.

3 Although Dr. Hoeksema argues that the granting of this variance will result
4 in a decrease in his property value, there is no evidence in this record to support a finding
5 that construction of the proposed bed and breakfast within the confines of applicable City
6 development regulations would lead to such a result. The applicants have satisfied this
7 review criterion.

8 f. The hearing examiner shall further make a finding that the reasons set
9 forth in the application justify the granting of the variance, and that the variance is the
10 minimum variance that will make possible the reasonable use of the land.

11 • As set forth above, the examiner finds that the reasons set forth in the
12 application, taken together with the testimony and exhibits received at the public hearing,
13 justify granting the variance request. The first clause of this final review criterion is
14 accordingly satisfied.

15 The second clause of this final review criterion requires the examiner to
16 make a finding that the variance requested is the "minimum" necessary to make possible
17 the reasonable use of the land. In this regard, Dr. Hoeksema offers cogent testimony that
18 the ownership of a "beautiful home, at the head of the bay, even without a variance and
19 a conditional use permit" constitutes "reasonable use" of the land. Mr. Denton responds
20 that it should be considered reasonable to have a garage and parking on this property,
21 similar to that afforded to other nearby properties, especially when no on-street parking
22 exists on N. Harborview Drive in that area.

23 Dr. Hoeksema makes a compelling argument, but the examiner is required
24 to give meaning to every pronouncement of the City Council. Reduced to basics, Dr.
25 Hoeksema argues that, under this provision, the variance should be denied because the
Dentons are able to make "reasonable use" of their property even without the requested
variance and conditional use permit. If that were the case, then a variance would be a
virtual impossibility. The City Council, however, has specifically authorized a bed and
breakfast as a conditional use in the WR District, and has specifically authorized the use
of the variance procedure for conditional uses within that zone. If the City Council had
intended the interpretation urged by Dr. Hoeksema, it easily could have said so.

Finally, regardless of whether the front yard setback is 20 feet or 26 feet,
the Dentons clearly propose to build within about nine feet of the property line. From
the record, it is clear that the owner of at least one similar lot in the WR District has built
within one foot of the property line, and several others have built within three to five feet
of the property line. Ex. 1.e. The Dentons do not propose to build that close to the
property line, and no other evidence exists in the record to indicate that nine feet from the

1 property line fails to satisfy this criterion.

2 Accordingly, and on this record, the examiner will also find that the
3 variance requested is the minimum variance that will make possible the reasonable use of
4 the land in question, thereby satisfying the second clause of this final review criterion.

5 IV. CONCLUSIONS

6 A. Jurisdiction. The examiner has jurisdiction to rule on variance applications
7 pursuant to GHMC 17.66.030 and to rule on conditional use permit applications pursuant
8 to GHMC 17.64.040. See, GHMC 19.01.003.

9 B. Criteria for Review. The criteria for the examiner to consider in deciding on
10 a variance application are set forth at GHMC 17.66.030(B). The review criteria for a
11 conditional use permit are set forth at GHMC 17.64.040.

12 C. Conclusions Based on Findings. The examiner adopts and incorporates the
13 findings set forth above, and accordingly concludes that all of the criteria necessary to
14 grant the requested variance and conditional use permit, as set forth in GHMC
15 17.66.030(B) and GHMC 17.64.040, respectively, have been satisfied.

16 V. DECISION

17 Based on the above findings and conclusions, Conditional Use Permit Application
18 CUP 01-05 relating to a conditional use permit for a bed and breakfast establishment at
19 9017 N. Harborview Drive within Gig Harbor, is GRANTED, subject to the following
20 conditions:

- 21 1. The bed and breakfast establishment shall be limited to not more than four
22 units;
- 23 2. At least 7 off-street parking spaces shall be provided, including two within the
24 garage, as shown on the "plot plan" attached as the last page of Ex. 1. If the applicants
25 provide "Parking 4," as shown on the "plot plan" attached as the last page of Exhibit 1,
use of that space for parking shall be subject to the prior review and approval of the City
for appropriate sight distances and other traffic safety features;
3. A landscaping plan shall be submitted, subject to the review and approval of
the City, showing that the parking will be properly landscaped, and the parking spots are
properly lined and of sufficient size. The landscaping plan shall include, but not be
limited to, appropriate screening for the street level parking along the sidewalk;
4. Pedestrian access shall be provided through the parking areas to the street on

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both the driveway and upper parking areas, with such pedestrian access delineated in colored and textured concrete (or substitute material acceptable to the City), subject to the review and approval of the City;

5. Any construction activity shall comply with all other applicable Gig Harbor development regulations, including but not limited to erosion control and storm water runoff and detention. No construction activity shall commence prior to the City's review and approval of an erosion control plan; and

6. All conditions of approval for the associated variance shall also be considered conditions of approval for this conditional use permit.

Based on the above findings and conclusions, Variance Application VAR 01-07 relating to a front yard setback variance for the proposed garage structure at 9017 N. Harborview Drive within Gig Harbor, is GRANTED, subject to the following conditions:

1. No part of the garage structure may encroach closer than nine feet from the front property line; and

2. All conditions of approval for the associated conditional use permit shall also be considered conditions of approval for this variance.

VI. PARTIES OF RECORD

- 1. Greg Hoeksema
9105 Peacock Hill Avenue
Gig Harbor, Washington 98332
- 2. Mike and Beverly Sherman
9021 N. Harborview Drive
Gig Harbor, Washington 98332

VII. APPEAL OF EXAMINER'S DECISION

Any party of record desiring to appeal the examiner's decision may do so within 10 working days of the issuance of the decision (excluding the date of the decision), by filing an appeal with the Director of Planning and Building Services. Any such appeal

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must comply with the provisions of GHMC 19.06.

DATED this 3 day of October, 2001.

KENYON DORNAY MARSHALL, PLLC

Michael R. Kenyon

Michael R. Kenyon, Hearing Examiner

Steve & Janis Denton

9017 North Harborview Drive
Gig Harbor, WA 98332

Date: August 27, 2001
To: City of Gig Harbor
From: Steve Denton, homeowner
Subject: Setbacks of neighbors

The following is a list of neighbors on our street with homes or garages that appear to be within the required twenty foot setback from the property line on the street. I have identified the properties by house number and estimated the distance that the structures are from the property line.

In our case, we are requesting to increase the height of our existing retaining wall that now defines our parking area. When back filled, this wall will provide three additional parking spots on the street and make up one wall of our garage. It currently stands about eleven feet from the property line. Because this wall and parking area are already existing and well below street level, we feel that the impact on the street and neighborhood will be minimal.

<u>House number</u>	<u>Approximate set back*</u>
9009	3'
9017 (our house)	11' requested
9021	2' over the property line
9109	12' to garage and 5' to wall of garage
9113	1'
9125	12' to carport
9301	10'
9303	5'
9307	5'
9315	3'

* These dimensions were estimated from the sidewalk and were not done with a tape measure.

Steve Denton

Appeal of Hearing Examiner's ruling re: ~~Janis~~ and Steve Denton CUP 01-05
& VAR 01-07

Appellant: Greg W Hoeksema
9105 Peacock Hill Ave
Gig Harbor, WA 98332

Standing: Appealed as Party of Record at the Public Hearing

Statement of Appeal:

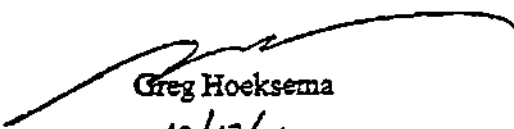
1. Page 90 of the GHDM indicates that garages should not exceed 24X24 feet. The proposed Denton plan exceeds this limitation.
2. Page 85 of the GHDM states "One of the most characteristic design features of Gig Harbor's historic area is the small scale and simple mass of the older houses... Garages are set back of the main structure so that the emphasis is on human habitation rather than vehicular enclosure. These elements of design have been reversed on newer homes... The front porch has largely been replaced by front garages, with the garage often appearing larger than the house. These trends have significantly altered the visual character of the view basin and have decreased the width of view corridors between homes." Further, page 98 of GHDM states "Historic structures in the Historic District of Gig Harbor make a significant and important contribution to the visual character of the harbor basin... (to) preserve integrity of original structure's form, historic structures may not be 'buried' behind additions and alterations." Clearly, the Denton's plan requiring the variance is in direct conflict with all of these very specific, unambiguous design restrictions.
3. The proposed design does not respect the natural topography of the lot.
4. The planning department required the Denton's to place sticks and strings to permit an accurate assessment of the impact of the proposed garage. However, at no time while they were erected was there any public notification posted regarding the date of the hearing for the variance request, which is inconsistent with the usual requirements for public notification. Furthermore, as indicated by Ms Linda Gair in enclosure (1), "the view corridors are completely blocked off. One of the goals of the Design Review is to prevent this from happening. Views are public assets and should not be traded or replaced by 'better design' ideas... As I see it the goal of requested variances has to do with maximizing the commercial potetial of this residence—not better design."
5. The hearing examiner acknowledged on page four of his decision that "The established character of the surrounding neighborhood is an important asset to the City and its waterfront districts." However, I aver that he erroneously concluded that "the applicant's plans... will serve to ensure that the proposed addition maintains the character of the surrounding neighborhood." As outlined in 1 through 4 above, the plan is not consistent with either the specifics or spirit of the comprehensive plan and absolutely will change the character of one of the most beautiful blocks of water view corridors surrounding the harbor. In this regard,

the Dentons did not meet the requirements of section 17.66.020 of the GHMC that states "the variance will not compromise the intent of the comprehensive plan nor be inconsistent with goals, policies and objectives of the comprehensive plan." The hearing examiner stated on page 6 that I "correctly noted that other properties in the WR District are burdened by the same 'special conditions and circumstances' as the Dentons' property." A specific requirement to be met for a variance to be granted is for the Denton's to have such limitations "not applicable to other land in the same district..." Furthermore, he agreed with my "eloquent" argument against setting a modern precedent allowing garages within the front setback in the WR district. He erroneously concluded without fact that "on this record, however, the modern precedent had already been set prior to submission of this application" and that "the applicants have satisfied this review criterion." There was no evidence presented at the hearing to support this conclusion, and in fact, I am not aware that any variance has been granted for an obtrusive, oversized garage structure that encroaches 17 feet into the required setback in the immediate area since the adoption of the City of Gig Harbor Design Manual on August 26, 1996.

6. The Dentons purchased their property in June 2001. They testified at the hearing that they should have done more research about their plans prior to their purchase. Again, GHMC 17.66.020 states "the need for the variance is not the result of the deliberate actions of the applicant or property owner." The lack of due diligence on the part of the Dentons is a result of their own action vis-à-vis the need for a variance to support their request for a conditional use permit to use their property as a bed and breakfast. GHMC requires that granting of a variance "is the minimum variance that will make possible the reasonable use of the land." Without the conditional use permit or the variance, the Dentons already have reasonable use of the land as a single family home, and may have room for an unobtrusive single car garage built to scale of the home and not in violation of the GHDM and not requiring a variance. The hearing examiner erroneously concluded that this criterion had been met.

Relief Sought: Overturn the decision of the hearing examiner that granted approval of CUP 01-05 and VAR 01-07 and specifically disallow any encroachment of a garage structure into the setback.

I have read the above appeal and believe its contents to be true.


Greg Hoeksema

10/17/01

Nov-20-01 10:41 AM

<u>Identification</u>	<u>Result</u>	<u>Pages</u>	<u>Type</u>	<u>Date</u>	<u>Time</u>	<u>Duration</u>	<u>Diagnostic</u>
Carol Morris	OK	02	Sent	Nov-20	10:39A	00:01:29	0024c6030022



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: SHORELINE MASTER PROGRAM UPDATE & REVISION
CONSULTANT SERVICES CONTRACT AMENDMENT
DATE: NOVEMBER 26, 2001

INFORMATION/BACKGROUND

In November of 2000 the City entered into a Consultant Services Contract with Madrona Planning and Development Services, Inc. for the purposes of updating and revising the City of Gig Harbor Shoreline Master Program consistent with the rules and regulations adopted by the Washington State Department of Ecology. Since that time, the City and Consultant have been working to that end.

However, on August 27, 2001 the Shorelines Hearings Board (SHB) entered a split decision invalidating the Department of Ecology (DOE) guidelines for developing local shoreline master programs under the Shoreline Management Act. The board held that the department did not have authority to implement the Endangered Species Act (ESA) and that the implementation plan for formal consultation under the ESA was adopted without adequate public notice and opportunity to comment under the Administrative Procedures Act (APA). The board additionally held that there should have been public notice and opportunity to comment on an implementation plan, cost-benefit analysis and small business economic impact statement. The only substantive provision of the guidelines deemed invalid was the requirement for conditioned letters of exemption covering activities that are exempt from shoreline permitting requirements under the act.

The City has requested guidance from the Department of Ecology (DOE) with regards to our on-going process in light of this decision. The City has received informal guidance from both DOE and the Association of Washington Cities (AWC) suggesting that the shoreline characterization and assessment work associated with updating and revising the plan move forward.

The November 2000 Consultant Services Contract with Madrona Planning and Development Services, Inc. did not include the preparation of the shoreline characterization and assessment. A supplemental scope of services has been prepared to address this deficiency and is attached to the amended Consultant Services Contract for your consideration.

POLICY CONSIDERATIONS

While the Shorelines Hearings Board (SHB) invalidated the Department of Ecology (DOE) guidelines for developing local shoreline master programs under the Shoreline Management Act, the only substantive provision of the guidelines deemed invalid was the requirement for conditioned letters of exemption covering activities that are exempt from shoreline permitting requirements under the act. Therefore, it is reasonable to move forward with the shoreline characterization and assessment portion of the process to update and revise the City of Gig Harbor Shoreline Master Program.

FISCAL CONSIDERATIONS

In May 2001, the City was awarded a \$26,500.00 Section 306 Coastal Zone Management Grant to financially assist in the updating and revising the City of Gig Harbor Shoreline Master Program. These grant funds will cover the anticipated costs associated with the proposed amendment to the Consultant Services Contract with Madrona Planning and Development Services, Inc. The original amount of the Contract was not to exceed \$38,082.00. The proposed amendment to the Contract is not to exceed \$26,000.00. If approved, the total cost of the amended Contract would be in an amount not to exceed \$64,082.00. The Section 306 Coastal Zone Management Grant will cover approximately 41% of these costs.

RECOMMENDATION

Staff recommends that the Council authorize the amended Consultant Services Contract with Madrona Planning and Development Services, Inc.

**AMENDED CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MADRONA PLANNING & DEVELOPMENT SERVICES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Madrona Planning & Development Services, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 1256 Lawrence Street, Port Townsend, Washington, 98368 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the update and revision of the 1994 Shoreline Master Program, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated November 6, 2000, and the Supplemental Scope of Services, dated November 13, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed ~~thirty-eight thousand eighty-two dollars (\$38,082.00)~~ sixty-four thousand eighty-two dollars (\$62,082.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The parties agree that the work described in Exhibit A shall be completed by December 31, 2004~~2~~, provided however, that additional time shall be allowed due to delays attributable to the City's scheduling of meetings or public hearings that delay the completion of the work. In the event that the Consultant believes that completion of the work described in **Exhibit A** will not take place by this deadline for any other reason, the Consultant shall immediately notify the City, and provide the City with the Consultant's proposed amended schedule for the completion of the tasks contemplated by this Agreement. After review of this proposed amended schedule, the City may accept the amended schedule by written amendment to this Agreement, or decide to terminate this Agreement, as set forth in Section V herein. If the City decides to terminate this Agreement under these circumstances, it shall be for cause, and not "public convenience," and the Consultant may be liable for any additional costs incurred by the City for the completion of the remaining tasks identified in **Exhibit A**.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$500,000 per occurrence with a \$500,000 aggregate, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

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

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

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

Richard M. Sepler, Principal
Madrona Planning & Development
Services, Inc.
1256 Lawrence Street
Port Townsend, WA 98368
(360) 379-8151
(360) 379-0131 FAX
madrona@olympus.net

John P. Vodopich, AICP
Director of Planning & Building Services
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278
(253) 858-6408 FAX
vodopichj@lesa.net

XVII. Assignment

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

XVIII. Modification

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

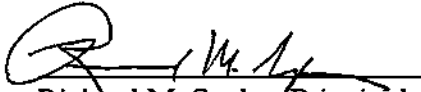
XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of November, 2001.

CONSULTANT

CITY OF GIG HARBOR

By: 
Richard M. Sepler, Principal

By: _____
Gretchen Wilbert, Mayor

Notices to be sent to:

Richard M. Sepler, Principal
Madrona Planning & Development
Services, Inc.
1256 Lawrence Street
Port Townsend, WA 98368
(360) 379-8151
(360) 379-0131 FAX
madrona@olympus.net

John P. Vodopich, AICP
Director of Planning & Building Services
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278
(253) 858-6408 FAX
vodopichj@lesa.net

ATTEST:

APPROVED AS TO FORM:

Molly Towslee,
City Clerk

Carol A. Morris, PC
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Richard M. Sepler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the principal of Madrona Planning & Development Services, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/19/01



Patricia M. McGallian

Patricia M. McGallian

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

Olathe Wa

My Commission expires: 1-22-05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Gig Harbor Shoreline Master Plan Revisions – EXHIBIT A

Scope of Services

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner
1.0	<p><i>Initial Meeting with Jurisdiction</i></p> <p>Meet with Planning Staff; Review scope, Preliminary schedule, review timeline; Discuss Advisory Committee Composition; review notice and procedural requirements.</p>	3	0
2.0	<p><i>Review Background Materials and Mapping Resources</i></p> <p>Review adopted plans and regulations, applicable studies and reports from existing City and County sources, resource agencies, and other sources concerning the biophysical characteristics of the shoreline and current regulations.</p> <p>Identify agencies, local governments, tribes and other parties with an interest in the shoreline planning area.</p> <p>Identify available mapping capacity and anticipated GIS needs. Coordinate with Planning Staff on timing and scope of GIS work.</p>	2	24
3.0	<p><i>Meet with Jurisdiction: Establish Schedule; Advisory Committees</i></p> <p>Set preliminary process schedule based on the results of the background review and anticipated issues; Establish dates for Advisory Committee meetings and task completion; Assist Staff in determining composition and role of Advisory Committees; Prepare background materials for Advisory Committee members.</p>	2	2

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner
4.0	<p><i>Prepare Shoreline Characterization</i></p> <p>Prepare an analysis of the following shorelines issues together with inventory information, shoreline environment designations, comprehensive plan policies and land uses to establish shoreline goals and policies:</p> <ul style="list-style-type: none"> • shoreline constraints/opportunities for certain uses • critical areas: wetlands, unstable slopes, etc. • ESA threatened fish habitat • areas suitable for restoration • public access opportunities • areas anticipated for flood control projects • existing development patterns - conflicts with shoreline protection or use activities • capacity for new development - conflicts with shoreline protection or use activities • issues related to annexation and consideration of shoreline environment pre-designations within applicable portions of the UGH. 	4	80
5.0	<p><i>Facilitate 1st Shoreline Technical Committee (STC) Meeting</i></p> <p>Prepare materials and agenda; Facilitate STC meeting to review process and obtain input relative to jurisdictional, agency and tribal shoreline management issues; Follow up as required.</p>	5	5
6.0	<p><i>Facilitate 1st Shoreline Advisory Committee (SAC) Meeting</i></p> <p>Prepare materials and agenda; Facilitate SAC meeting to review planning process and identify local shoreline management issues; Follow up as required.</p>	5	4

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner
7.0	<p><i>Shoreline Field Assessment</i></p> <p>Prepare materials; Coordinate waterborne transportation with City; Arrange route; Coordinate attendance with appropriate state and local agencies; Facilitate 1/2 day workshop with SAC/STC to view City's shoreline management areas.</p>	6	10
8.0	<p><i>Develop Alternatives</i></p> <p>Prepare Draft SMP strategy, goals and policies pertinent to local shoreline issues.</p> <p>Review plans and coordinate with Shoreline Technical Committee for consistency/compatibility with neighboring jurisdictions Shoreline Master Program (SMP) goals/policies.</p> <p>Determine how SMP goals can best be folded into the comprehensive plan to implement SMA/GMA integration as required by ESHB 1724.</p>	4	40
9.0	<p><i>Facilitate 2nd Shoreline Advisory Committee (SAC) Meeting</i></p> <p>Prepare meeting materials and agenda; Facilitate meeting to develop draft shoreline strategy, goals and policies; Follow up as required.</p>	5	5
10.0	<p><i>1st Shoreline Advisory Committee (SAC) Public Open House</i></p> <p>Prepare materials; Facilitate Open House; Prepare and present summary of process to community; Seek input; Answer questions as required.</p>	5	8

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner
11.0	<p><i>Prepare Draft Shoreline Management Plan Components</i></p> <p>Prepare SMP components: Establish as needed fundamental SMP goals and policies for shoreline use, conservation, ESA threatened fish resources, public access, circulation, recreation, economic development, and the historic/cultural/scientific/ educational elements for integration into the GMA comprehensive plan as either a separate element or within existing elements.</p> <p>Develop regulations for each shoreline use and activity for integration with comprehensive plan element (or elements), the local critical areas ordinance and other related development regulations for implementing the policy recommendations of the draft SMP</p> <p>Review ^{existing} shoreline environment designations, boundaries and map, and comprehensive plan land use designations, boundaries and maps, as necessary to ensure integrated SMP/Comprehensive Plan policies and achieve consistency.</p> <p>Coordinate preparation of Draft Shoreline Designation Maps</p>	8	80
12.0	<p><i>Circulate Draft SMP to Shoreline Technical Workgroup</i></p> <p>Distribute Draft SMP and solicit comments and recommendations from State and local governments, agencies, tribes and shoreline specialists. Revise draft or prepare responses to comments received as required.</p>	1	6
13.0	<p><i>Facilitate 2nd Shoreline Advisory Committee (SAC) Meeting</i></p> <p>Prepare materials and agenda; Facilitate SAC meeting to review Draft Shoreline Master Plan; Follow-up as required.</p>	5	5

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner
14.0	<p><i>Facilitate 3rd Shoreline Advisory Committee (SAC) Meeting (if required)</i></p> <p>Prepare materials and agenda; Facilitate SAC meeting to review Draft Shoreline Master Plan; Follow-up as required.</p>	5	5
15.0	<p><i>2nd Shoreline Advisory Committee (SAC) Open House for input on the Draft Plan</i></p> <p>Prepare materials; Facilitate Open House; Seek comment on Draft SMP.</p>	5	8
16.0	<p><i>Facilitate 4th Shoreline Advisory Committee (SAC) Meeting</i></p> <p>Prepare materials and agenda; Facilitate SAC meeting to consider public comment on Draft Shoreline Master Plan; Follow up as required.</p>	5	5
17.0	<p><i>Preparation of and SAC Recommendation (Planning Commission Draft 1.0)</i></p> <p>Revise plan as directed by SAC; Prepare materials for Planning Commission review.</p>	1	10
18.0	<p><i>Environmental Review; Prepare SEPA checklist.</i></p> <p>Prepare SEPA checklist for Draft SMP; Prepare Draft Threshold Determination and Staff Report for SEPA Responsible Official.</p>	1	50
19.0	<p><i>Planning Commission Meeting(s) and Public Hearing</i></p> <p>Support Planning Commission review of Draft SMP (as required and directed). Revise as directed.</p>	Time and Materials	Time and Materials

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner
20.0	<i>City Council Meeting(s) and Public Hearing</i> Support City Council review of Draft SMP (as required and directed); Revise as directed.	Time and Materials	Time and Materials
21.0	<i>Forward Adopted SMP to DOE for Approval</i> Forward adopted SMP to DOE for approval; Respond to comments from DOE as required.	0	5
22.0	<i>Project Management; Coordination with Gig Harbor Staff / SAC and SAT members and elected and appointed Officials</i> Coordinate with City Staff and Elected Officials; Update project and process status / schedule as required.	20	10
23.0	<i>Coordination with Community Members</i> Address concerns and inquires from community members as directed and/or required.	6	4
24.0	<i>Coordination with DOE</i> Coordinate process with DOE; Seek early and ongoing DOE involvement in the process; Seek guidance on draft planning documents and approach; Address concerns and inquires from DOE as directed and/or required.	2	24
Sub Total Estimated Hours		100	390
Hourly Jurisdictional Rate		\$ 85.50	\$ 63.00
Estimated Professional Expense		\$8,550.00	\$24,570.00

Summary: Professional Expense

Sub Total Estimated Professional Expense
Miscellaneous Expenses (reproduction, materials, etc.)
Travel Expense (note: this is inclusive of travel time)
Sub Total Professional Expense and Indirect Costs
Contingency Reserve
Not to Exceed Project Total
(Please see notes below)

\$33,120.00
\$ 500.00
\$ 1,000.00
\$34,620.00
\$3,462.00
\$ 38,082.00

NOTES:

1. The anticipated project total expense will not be exceeded excepting by mutual agreement of The City of Gig Harbor and Madrona Planning and Development Services, Inc. due to circumstances which are unanticipated by both parties.
2. Madrona Planning will make every effort to coordinate trips to Gig Harbor associated with this project with other on-going Madrona Planning projects to minimize cost. Cost savings will be applied to the contingency reserve. Madrona will refrain from "double billing" any travel time, and will accordingly pro-rate travel expense between projects.
3. Reproduction will be limited to the preparation of original materials and enlargements to facilitate presentations to staff and the community. The City will reproduce the Draft SMP and all other materials for distribution. Madrona will provide materials to the City in a timely manner to ensure adequate time is available for reproduction.
4. Pierce County will provide GIS analysis to assist in the preparation of the existing conditions, and draft and final Shoreline Designations.
5. It is assumed that adequate information is available from existing studies, reports and environmental documents to characterize the near shore and shoreline environment consistent with State requirements. Should a deficiency be identified in this area, all required additional studies will be performed on a time and material basis (upon approval by the City).

6. **It is anticipated that a SEPA Mitigated Determination of Non-significance (MDNS) will be issued for the proposed Shoreline Plan revisions. Should a Determination of Significance (DS) be issued and an Environmental Impact Statement required, all resulting additional environmental analysis and review will be performed on a time and materials basis.**

Gig Harbor Shoreline Master Plan Revisions

Supplemental Scope of Services

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner	Estimated Hours Technical/Biologist
4.0	<p><i>Prepare Shoreline Characterization</i></p> <p>Prepare an analysis of the following shorelines issues together with inventory information, shoreline environment designations, comprehensive plan policies and land uses to establish shoreline goals and policies:</p> <ul style="list-style-type: none"> • shoreline constraints/opportunities for certain uses • critical areas: wetlands, unstable slopes, etc. • ESA threatened fish habitat • areas suitable for restoration • public access opportunities • areas anticipated for flood control projects • existing development patterns - conflicts with shoreline protection or use activities • capacity for new development - conflicts with shoreline protection or use activities • issues related to annexation and consideration of shoreline environment pre-designations within applicable portions of the UGH. <p><i>Corresponds to Task 2.1 and 2.2 CZM</i></p>	4	24	

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner	Estimated Hours Technical/Biologist
7.0	<p><i>Shoreline Field Assessment</i></p> <p>Prepare materials; Coordinate waterborne transportation with City; Arrange route; Coordinate attendance with appropriate state and local agencies; Facilitate 1/2 day workshop with SAC/STC to view City's shoreline management areas.</p> <p><i>Corresponds to Task 2.2 CZM</i></p>	5	30	20
8.0	<p><i>Develop Alternatives</i></p> <p>Prepare Draft SMP strategy, goals and policies pertinent to local shoreline issues.</p> <p>Review plans and coordinate with Shoreline Technical Committee for consistency/compatibility with neighboring jurisdictions Shoreline Master Program (SMP) goals/policies.</p> <p>Determine how SMP goals can best be folded into the comprehensive plan to implement SMA/GMA integration as required by ESHB 1724.</p> <p><i>Corresponds to Task 3 CZM</i></p>	5	30	10
11.0	<p><i>Prepare Draft Shoreline Management Plan Components</i></p> <p>Prepare SMP components: Establish as needed fundamental SMP goals and policies for shoreline use, conservation, ESA threatened fish resources, public access, circulation, recreation, economic development, and the historic/cultural/scientific/ educational elements for integration into the GMA comprehensive plan as either a separate element or within existing elements.</p> <p>Coordinate preparation of Draft Shoreline Designation Maps</p> <p><i>Corresponds to Task 4 CZM</i></p>	4	48	0

Task	Description	Estimated Hours Principal Planner	Estimated Hours Associate Planner	Estimated Hours Technical/Biologist
12.0	<i>Circulate Draft SMP to Shoreline Technical Workgroup</i> Distribute Draft SMP and solicit comments and recommendations from State and local governments, agencies, tribes and shoreline specialists. Revise draft or prepare responses to comments received as required. <i>Corresponds to Task 1.3 CZM</i>	4	12	4
19.0	<i>Planning Commission Meeting(s) and Public Hearing</i> Support Planning Commission review of Draft SMP (as required and directed). Revise as directed. <i>Corresponds to Task 1.3 CZM</i>	16	16	4
24.0	<i>Coordination with DOE</i> Coordinate process with DOE; Seek early and ongoing DOE involvement in the process; Seek guidance on draft planning documents and approach; Address concerns and inquires from DOE as directed and/or required. <i>Corresponds to Task 1.1 CZM</i>	8	16	8
New Task 25.0	<i>Coordination on GIS</i> Facilitate coordination between the Department of ecology GUS office and Pierce County GIS services to prepare final maps and data sharing of geospatial data utilizing the State Department of Ecology data storage and import standards. <i>Corresponds to Task 1.2 CZM</i>	0	24	0
Sub Total Estimated Hours		46	200	46
Hourly Jurisdictional Rate		\$ 85.50	\$ 63.00	\$ 85.00
Estimated Professional Expense		\$3993.00	\$12,600.00	\$3993.00

Summary: Professional Expense

Sub Total Estimated Professional Expense

Miscellaneous Expenses (reproduction, materials, etc.)

Travel Expense (note: this is inclusive of travel time)

Sub Total Professional Expense and Indirect Costs

Additional Contingency Reserve

Not to Exceed Project Total

(Please see notes below)

	\$20,586.00
	\$1,000.00
	\$1,000.00
	\$22,586.00
	\$3,414.00
	\$26,000.00

NOTES:

1. **This supplemental budget is prepared in additon to the original project budget signed on November 17, 2000.**
2. **The anticipated project total expense will not be exceeded excepting by mutual agreement of The City of Gig Harbor and Madrona Planning and Development Services, Inc. due to circumstances which are unanticipated by both parties.**
2. **Madrona Planning will make every effort to coordinate trips to Gig Harbor associated with this project with other on-going Madrona Planning projects to minimize cost. Cost savings will be applied to the contingency reserve. Madrona will refrain from "double billing" any travel time, and will accordingly pro-rate travel expense between projects.**
3. **Reproduction will be limited to the preparation of original materials and enlargements to facilitate presentations to staff and the community. Madrona will reproduce the Draft SMP and all other materials for distribution.**
4. **Pierce County will provide GIS analysis to assist in the preparation of the existing conditions, and draft and final Shoreline Designations. Madrona will co-ordinate with Pierce County to ensure that GIS data is consistent with the State Department of Ecology standards.**
5. **The Meeting budget for Task 19. Planning Commission Meetings assumes up to four meetings. Additional meeting will be billed on a time and materials basis as per the original scope of work.**

MADRONA PLANNING & DEVELOPMENT SERVICES

FEE SCHEDULE

Effective March 1, 2000, the fee schedule for services rendered is as follows:

	Standard Rate	Jurisdictional Rate
Principal.....	\$95.00.....	\$85.50 per hour
Senior Planner.....	\$85.00.....	\$76.50 per hour
Wetlands Biologist.....	\$75.00.....	\$67.50 per hour
Landscape Architect.....	\$65.00.....	\$58.50 per hour
Architect.....	\$75.00.....	\$67.50 per hour
Associate Planner.....	\$70.00.....	\$63.00 per hour
Assistant Planner.....	\$58.00.....	\$52.20 per hour
Administrative Assistant.....	\$30.00.....	\$27.60 per hour
Reproduction.....		Cost + 15%
Mileage.....		32.5¢ per mile
Supplies.....		Cost + 15%

Invoices will be sent on a monthly basis or upon completion of the project and become due after thirty days. A discount of 2% may be taken on all invoices paid within ten days. A finance charge of 1% per month will be assessed on all invoices past thirty days.

Charges are made for technical typing, as in the preparation of reports and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting or maintenance.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: OFFICIAL ZONING MAP CHANGE
PENINSULA SCHOOL DISTRICT REZONE (REZ 01-02)
DATE: NOVEMBER 26, 2001

INFORMATION/BACKGROUND

The Peninsula School District #401 submitted a site-specific rezone request for approximately forty (40) acres located at 5101 Rosedale Street (Gig Harbor High School) from Single-Family Residential (R-1) to Public Institutional (PI) (REZ 01-02). The City Hearing Examiner held a public hearing on October 17, 2001 and issued a written decision approving the rezone as requested on October 30, 2001. This decision was not appealed to the City Council and is therefore considered to be final pursuant to Title 19 of the Gig Harbor Municipal Code.

POLICY ISSUES

Title 19 of the Gig Harbor Municipal Code indicates that site-specific rezones requests are to be processed as Type III permit application, reviewed by the Hearing Examiner whose decision is final unless appealed to Council. Given that the October 30, 2001 Hearing Examiner decision was not appealed, it is now appropriate for Council to consider an Ordinance directing that the official zoning map be amended to reflect this approval.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend the adoption of this Ordinance by the City Council following the second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, REZONING CERTAIN REAL PROPERTY
LOCATED AT 5101 ROSEDALE STREET (GIG HARBOR
HIGH SCHOOL) FROM THE PRESENT SINGLE-FAMILY
RESIDENTIAL (R-1) ZONING DESIGNATION TO A PUBLIC-
INSTITUTIONAL (PI) ZONING DESIGNATION.**

WHEREAS, the Peninsula School District #401 submitted a site specific rezone request for approximately forty (40) acres located at 5101 Rosedale Street (Gig Harbor High School) from Single-Family Residential (R-1) to Public Institutional (PI) (REZ 01-02); and

WHEREAS; Title 19 of the Gig Harbor Municipal Code indicates that site specific rezones requests are to be processed as Type III permit applications; and

WHEREAS, the City Hearing Examiner held a public hearing on this site specific rezone request on October 17, 2001; and

WHEREAS, the City Hearing Examiner issued a written decision approving the requested site specific rezone of this property from Single-Family Residential (R-1) to Public Institutional (PI) on October 30, 2001; and

WHEREAS, The October 30, 2001 Hearing Examiner decision was not appealed to the City Council and is therefore considered to be final pursuant to Title 19 of the Gig Harbor Municipal Code; and

WHEREAS, The City of Gig Harbor responsible SEPA Official has reviewed the rezone request and issued a determination of non-significance (DNS) on September 14, 2001. The issuance of a DNS for this project was not appealed; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____, 2001; Now, Therefore,

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

Section 1. The real property located at 5101 Rosedale Street (Gig Harbor High School), consisting of one (1) tax parcel zoned Single Family Residential (R1) (Tax Parcel ID number 0221063043) owned by the Peninsula School District #410, and legally described in Exhibit A, attached hereto and fully incorporated herein by this reference, shall be rezoned to the zoning classification of Public Institutional (PI). The Director of Planning and Building Services is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section.

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

Section 3. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: //01
PASSED BY THE CITY COUNCIL: //01
PUBLISHED: //01
EFFECTIVE DATE: //01
ORDINANCE NO.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY REFERENCED IN SECTION 1 CONSISTING
OF ONE (1) PARCEL OWNED BY THE PENINSULA SCHOOL DISTRICT #401.

1. Tax Parcel ID number 0221063043

Commencing at the Southwest corner of the Southwest quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian; thence North 85 degrees 36' 40" East, along the South line of said subdivision, 670.00 feet to the point of beginning; thence North 02 degrees 34' 33" West 1530.77 feet to intersect the North lone of the South 1530 feet of the Southwest quarter of said Section 6, at a point 605 feet East of the West line of said subdivision; thence North 85 degrees 36' 40" East parallel with the South line of said subdivision, 1092.01 feet to the Southwesterly line of Property conveyed to the State of Washington by Deed recorded May 4, 1972 under Pierce County Auditor's File No. 2443865; thence Southeasterly along said Southwesterly line 366.14 feet, thence continuing along said line South 31 degrees 39' 28" East 609.31 feet to intersect a line parallel with and 660 feet North of the South line of said subdivision; thence South 85 degrees 36' 40" West along said parallel line 240.00 feet; thence South 07 degrees 42' 34" West 674.99 feet to intersect the South line of said subdivision; thence South 85 degrees 36' 40" West along said South line 1200 feet to the point of beginning.

EXCEPT the South 30 feet for Rosedale Street (Carr's Inlet-Gig Harbor County Road).

Situate in the City of Gig Harbor, County of Pierce and State of Washington.

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

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____ the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING CERTAIN REAL PROPERTY LOCATED AT 5101 ROSEDALE STREET (GIG HARBOR HIGH SCHOOL) FROM THE PRESENT SINGLE-FAMILY RESIDENTIAL (R-1) ZONING DESIGNATION TO A PUBLIC INSTITUTIONAL (PI) ZONING DESIGNATION.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: RENEWAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND
PIERCE COUNTY FIRE DISTRICT #5 FOR FIRE INSPECTION SERVICES
DATE: NOVEMBER 26, 2001

BACKGROUND

In December of 2000, the City and Pierce County Fire District #5 entered into an interlocal agreement for the purposes of conducting annual fire safety inspections within the City. The 2001 program provide for the District to collect \$47.00 for each inspection conducted. The City, in turn reimbursed the District fifty percent (50%) of the cost of the program less fees collected by the District. The City has reimbursed the District \$36,196.50 though the third quarter of 2001.

The issue of the District both conducting the inspection and collecting a fee has resulted in a negative public perception of the program. In an attempt to correct this perception, it is recommended that the District no longer collect an inspection fee. The City's cost of this inspection program would be considered a public service in the best interests of its citizenry with the cost being borne though general funding.

This interlocal agreement has been reviewed and approved by the City Attorney.

FISCAL IMPACT

The anticipated cost of the 2002 inspection program is estimated to be approximately \$152,175.00. The proposed amended interlocal agreement calls for the City to reimburse the District for fifty percent (50%) of the program costs plus the equivalency of the fees that would have otherwise been collected by the District on a per inspection basis. The anticipated cost of this program to the City for 2002 would be \$93,031.00. This anticipated cost has been incorporated into the 2002 budget.

RECOMMENDATION

I would recommend that the City Council move approval of the interlocal agreement with Pierce County Fire District #5 for fire inspection services for 2002 and further authorize the Mayor's signature on said agreement.

**INTERLOCAL AGREEMENT
FOR FIRE INSPECTION SERVICES
BETWEEN THE CITY OF GIG HARBOR
AND PIERCE COUNTY FIRE DISTRICT NO. 5**

THIS AGREEMENT is made and entered into by and between the City of Gig Harbor, Washington, a Washington municipal corporation (hereinafter the "City"), and Pierce County Fire Protection District No. 5, a Washington municipal corporation (hereinafter the "District").

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the City and the District have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(3); and

WHEREAS, in the District's performance of such Fire Inspection Services, the District is required to use the Uniform Fire Code, as adopted by the City of Gig Harbor (pursuant to RCW 52.12.031(6)) and Gig Harbor Municipal Code Section 15.12.015; and

WHEREAS, both the City and the District have the authority to perform fire inspections, pursuant to UFC Sec. 103.3.1.1; and

WHEREAS, the District acknowledges that nothing in this Interlocal Agreement or Title 52 RCW grants code enforcement authority to the District (see, RCW 52.12.031(6)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the Uniform Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Interlocal Agreement is to describe the terms and conditions under which the parties will cooperate in fire inspection services within the City of Gig Harbor.

Section 2. Services to be provided by District. The District agrees to provide the following services within the City of Gig Harbor:

A. Inspections.

1. Schedule. Qualified District personnel will inspect buildings and structures in the City, in accordance with the inspection schedule attached hereto as Exhibit A, provided that all buildings except single family, up to four-plex in size with adjacent garage or other accessory structure shall be inspected at least once annually.
2. Inspection Notices. The District shall be responsible for issuance of inspection notices to property owners and occupants informing them of the optional nature of

the City's inspection program. Such notices shall be sent to property owners and occupants at least one week prior to such inspection, and explicitly state the property owners/occupant's ability to refuse the City's inspection request, attached hereto as Exhibit C. The Fire District shall, after such notices have been sent in the mail, contact the property owners and occupants for the purpose of arranging a convenient time for the inspection.

3. Property Owner's Refusal to Allow Inspection. The District shall notify the City of any response it receives from a property owner/occupant refusing to permit the necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.

4. Correction Notices. If the District discovers the presence of any condition which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the Uniform Fire Code, as adopted by the City, or of any other law or standard affecting fire safety, the District shall issue a Correction Notice. Such Correction Notice shall be provided to the property owner in writing within seven (7) days after the inspection. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the Emergency Correction Notice shall be provided to the property owner within 24 hours of the inspection. The District agrees to provide the City with copies of all Correction Notices within five (5) days after the Correction Notice ~~issues~~ is issued to the property owner, and to notify the City Fire Marshal within 24 hours of ~~after~~ any inspection warranting an emergency Correction Notice.

5. Noncompliance with Correction Notice. In the event that a property owner/occupant does not comply with a Correction Notice ~~or Emergency Correction Notice~~ within thirty (30) days, the District will schedule a re-inspection. ~~shall notify the City fire Marshal in writing of such noncompliance, and schedule a re-inspection.~~ If after re-inspection, compliance is still not attained, the District shall notify the City Fire Marshal in writing of such noncompliance. In the event the District issues an Emergency Correction Notice,

the District shall notify the City Fire Marshal within 24 hours. After such notification by the District, the City shall be responsible for taking any further action to enforce the City's code.

6. Specifically for the purpose of providing comments on development applications, the City will provide the District a copy of all preliminary and final utility and street improvement plans, subdivision plans, site plans and building plans of all new construction (except single family homes up to and including four unit dwellings) for review and comment by the District at least one week (five working days) prior to the date required for comments. The District will forward comments to the City within one week (five working days).

~~B. **Inspection Fees.** The District shall be responsible for the invoicing and collection of fees from property owners for inspections performed within the City.~~

~~Section 3. Quarterly Annual Reports. For the first year of this Interlocal Agreement, the District shall provide the City with a quarterly report and review of services. If the parties agree to extend this Interlocal Agreement after the first year, the parties may consider substituting an annual report. This quarterly annual report shall include the following information:~~

- A. Name and position of inspector(s).
- B. Identification of all properties inspected.
- C. Identification of all Correction Notices issued;
- D. Identification of all Emergency Correction Notices issued; and
- ~~E. Amount of all Inspection Fees collected.~~
- ~~FE.~~ Listing of all ~~out-of-pocket~~ expenditures relating to such inspections

Section 4. Financial Consideration(s). The City has estimated that the provision of the fire inspection services by the District within the City limits will save the City approximately \$29,900 in annual wages and benefits. The District has estimated that the fire inspection services described above will cost the District a total of \$118,586.00

\$152,175.00 per year during 2002. ~~The parties estimate that the inspection fees collected by the District will be approximately \$64,000 per year. Therefore, the City agrees as set forth below to make payment to the District to supplement the revenue generated from the fees program.~~

Section 5. Payment. ~~The parties agree that during the term of this agreement, the District shall be entitled to retain all inspection fees it collects. The City agrees to pay one half the difference between the amount of inspection fees an amount equivalent to the inspection fees of \$47.00 each invoiced by the District for inspections actually performed and one-half (1/2) of the District's actual costs of fire inspection services, as detailed in Exhibit B, for the year 20042.~~ The District shall invoice the City for this amount quarterly, and the City shall pay the invoice within 30 days after receipt thereof, unless the City disputes any amount on such invoice. If the City objects to all or any portion of any invoice, it shall so notify the District of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

Section 6. Term.

A. **Expiration.** This Interlocal Agreement shall expire on December 31, 20042.

~~B. **Extension of Interlocal Agreement.** Prior to December 31, 2001 the parties will review and analyze the performance, cost effectiveness and efficiency of the District's provision of fire inspection services within the City, and the parties may agree to extend this Interlocal Agreement for one or more years, under the same or different terms and conditions.~~

~~C. **Termination.** The parties may terminate this Interlocal Agreement for any reason, by providing the other party six (6) months prior written notice. In the event of termination, the City shall make the payment described in Section 5 for all fire inspection~~

services satisfactorily performed by the District prior to the effective date of termination, as described in a final invoice provided to the City.

Section 7. Relationship of Parties. In contracting for the services described in this Interlocal Agreement, the District and City are deemed for all purposes to be acting within their governmental capacities. (RCW 52.12.031(3).) No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Interlocal Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

Section 9. Indemnification. The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District.

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

Section 10. Insurance.

A. The District shall procure and maintain for the duration of this Interlocal Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection services, including the work of the District's employees, agents, officials and officers.

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

1. Business auto coverage for any auto no less than \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$500,000 per occurrence with a \$500,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of the District's insurance policies.

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

E. It is the intent of this Interlocal Agreement for the District's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to the City. Additionally, the District's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

Section 11. Ownership and Use of Records. Original documents, inspection reports, correction notices, emergency correction notices and other reports developed under this Interlocal Agreement shall belong to and become the property of the District. The City shall have the right to inspect the District's records at all reasonable times, after providing the District with at least five (5) days advance notice. Copies of the documents shall be timely provided to the City as provided in this Interlocal Agreement, or if such documents are not specifically mentioned in this Interlocal Agreement, at the City's cost for such copies. City agrees to provide similar access to existing historical records on all existing occupancies to show previous agreements or violations, and otherwise assist District in performing the inspection services.

Section 12. District's Agreement to Provide Services Consistent with Law. The District agrees to comply with all federal, state and local codes and ordinances, and all

other applicable law that are now effective now or as the same may become applicable to the performance of the fire inspection services District's responsibilities described in this Interlocal Agreement during the term of this Agreement. The District acknowledges that it is required by law to use the Uniform Fire Code, as adopted by the City of Gig Harbor (chapter 15.12 GHMC), pursuant to RCW 52.12.013(6).

Section 13. Inspections Performed at District's Own Risk. The District shall take all precautions necessary and shall be responsible for the safety of its employees, agents, officers and officials in the performance of the work described in this Interlocal Agreement, and shall utilize all protection necessary for that purpose. All inspections shall be performed at the District's own risk.

Section 14. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

Section 15. Venue and Attorneys' Fees. Jurisdiction of any litigation brought by either party to enforce the terms of this Interlocal Agreement shall be in Pierce County Superior Court, Pierce County Washington. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Interlocal Agreement shall pay the other party's expenses and reasonable attorneys' and expert witness fees.

Section 16. Written Notice. All communications regarding this Interlocal Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified in writing to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addresses listed on the signature page.

Section 17. Assignment and Modification. Any assignment of this Interlocal Agreement by the District without the written consent of the City shall be void. If the City shall give its consent to any assignment, this section shall continue in full force and effect and no further assignment shall be made without the City's consent. No waiver, alteration or modification of any of the provisions of this Interlocal Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the District. Prior to December 31, 2002 the parties will review and analyze the performance, cost effectiveness and efficiency of the District's provision of fire inspection services within the City, and the parties may agree to extend this Interlocal Agreement for one or more years, under the same or different terms and conditions. Either party, with agreement of the other party, may modify this contract during an annual review prior to the expiration of the term.

Section 18. Entire Agreement. The written provisions and terms of this Interlocal Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer, official or employee of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Interlocal Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Interlocal Agreement and any Exhibits attached hereto.

Section 19. Severability. If any section, sentence, clause or phrase of this Interlocal Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, cause or phrase of this Interlocal Agreement.

Section 20. Effective Date. This Interlocal Agreement shall not be effective until signed by the duly authorized representative of the governing body of the parties and all of the following events occur:

- A. Filing of the Interlocal Agreement with the Pierce County Auditor; and
- B. Filing of the Interlocal Agreement with the Gig Harbor City Clerk.
- C. Filing of the Interlocal Agreement with the District Secretary.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the date below written:

THE CITY OF GIG HARBOR

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5

By _____
 Gretchen A. Wilbert
 Its Mayor

 Chairman

 Commissioner

 Commissioner

Notice shall be sent to:

The City of Gig Harbor
 3105 Judson Street
 Gig Harbor, Washington 98335

Pierce County Fire District No. 5
 10222 Bujacich Rd. NW
 Gig Harbor, WA 98332-8540

Attn: Mark Hoppen, City Administrator

Attn: _____

ATTEST:

 Molly Towslee
 City Clerk

 District Secretary

APPROVED AS TO FORM:

 Carol A. Morris
 City Attorney

 Fire District Attorney

EXHIBIT "A"

The following is a list and frequency of inspections to be completed by the ~~PCFD#5 Deputy Fire Marshal/Inspector~~ District:

Building Occupancy Type:	Frequency:
Churches	Annual
Private Schools	Annual
Daycare	Annual
Gas Stations	Annual
Grocery Stores	Annual
Retirement Homes	Annual
Apartments	Annual
Public Schools	Annual
Paint Stores & Shooting Range	Annual
Restaurants	Annual
Retail Stores	Annual
Offices	Annual
Other Duties:	
1. Observe School Fire Drills (Daycare, Private & Public <u>Schools</u>)	Annual
2. Inspect Christmas Trees (Within Assembly & Office Buildings)	Annual
3. Inspect All New Construction Fire Alarm, Sprinkler Systems & Fire Flow Hydro Tests; (Attend for PCFD#5 info. Gathering only) ————— Framing & Final Inspections	
<u>Attend, as scheduling permits, all final inspections of fire alarm and sprinkler systems for information gathering purposes only.</u>	

This list is not an all-inclusive list. This list is intended to provide a guide to show the type of inspections. It is not intended to provide an all-inclusive list of all of the buildings and structures required to be inspected by the Uniform Fire Code as adopted by the City of Gig Harbor. Section 2. Of this agreement states: "...all buildings except single family, up to fourplex in size with adjacent garage or other accessory structures shall be inspected at least once annually."

Exhibit "B"

Cost of Inspection Program - 2002

Personnel

(Adjusted Annually)

Prevention Chief

Salary and Benefits 26,500.00
(Based on .25 FTE – Supervision and Plan Review)

Secretarial Support Position

Salary and Benefits 26,575.00
(Based on .75 FTE in Prevention Bureau)

Subtotal \$53,075.00

Prevention Specialist assigned to Code Enforcement

Salary and Benefits (1FTE) 90,600.00
Uniforms (Annual Maintenance) 500.00

Office Space & Equipment

(Shared Office Space)

2,400.00

Staff Vehicle

(Based on \$300 per month allocation)

3,600.00

Annual Continued Training

2,000.00

Subtotal \$ 99,100.00

Total Program Costs \$152,175.00

Formula for Payment

City of Gig Harbor will pay equivalency of fees that would have been collected plus 50% of remaining costs.

City of Gig Harbor

721 Occupancies @ 47.00 per inspection = \$33,887.00

50% of costs minus fees income = \$59,144.00

Total City Costs \$93,031.00

Fire District

50% of costs minus fees income = \$59,144.00

Exhibit "C"

[Fire District Letterhead]

Date

Address of Owner

Re: Fire Prevention Inspection at:

Dear Sir or Madam:

In an effort to keep Gig Harbor a fire-safe community, the City of Gig Harbor has contracted with Pierce County Fire District 5 to provide annual fire and life safety inspections of all commercial occupancies.

Enclosed is an authorization form. We ask you to sign one of the signature blocks and return the form to us prior to the inspection date listed below. There is no fee associated with this inspection. This inspection is being provided as a public safety service to the residents of the City of Gig Harbor.

An inspection has been tentatively scheduled for _____, which is at least one week after the date of this letter. If this date and time is inconvenient for you, please call us and we will re-schedule it.

Please feel free to call the undersigned at 851-5111 if you have any questions; I look forward to working with you.

Sincerely,

Steve Bowman
Fire Prevention Specialist

FIRE PREVENTION-INSPECTION AUTHORIZATION
[USUAL DETAILED INFORMATION]

Please complete the following and return to the Fire District at the address below:

The undersigned owner(s), tenant(s), or legal representative(s) of the above-described property hereby authorize and consent to a Fire Prevention inspection pursuant to the Uniform Fire Code.

[Signature lines]

The undersigned owner(s), tenant(s) or legal representative(s), on behalf of the owner(s) refuses authorization and consent for the inspection.

[Signature lines]

Please return this form to:

[FPD 5 Address]



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID BRERETON, INTERIM PUBLIC WORKS DIRECTOR *Dave*
SUBJECT: STORM WATER FACILITIES MAINTENANCE AGREEMENT AND
RESTRICTIVE COVENANT
- DON J. BEARDSLEY
DATE: NOVEMBER 19, 2001

INTRODUCTION/BACKGROUND

In connection with the Mr. Beardley's development, described as Beardley's Short Plat, located adjacent to 6916 Soundview, the City has required him to construct a storm water collection and detention system. As specified in GHMC 14.20.530, a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that a stormwater maintenance covenant is recorded with the property. This allows the City a nonexclusive right of entry onto those portions of the property immediately adjacent to the stormwater facilities for the purpose of inspection of the facilities, and requires the property owner to perform his/her own regular inspection and maintenance at the property owner's expense.

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

Council approval of the agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

Staff recommends approval of this agreement.

STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this 2ND day of NOVEMBER, 2001, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and DON J. BEARDSLEY, residing at 6916 SOUNDVIEW DR, GIG HARBOR, WA (hereinafter "Owner").

RECITALS

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

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

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of T.A. JORGENSEN ENGINEERING, INC. on JAN. 19, 2000 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

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

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

TERMS

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

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

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

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

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

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

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

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

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

To the City:

Public Works Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

To the Owner:

Donald J. Beardsley
6916 Soundview Dr.
Gig Harbor, WA 98335

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

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

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

EXHIBIT 'A'

Lots 1, 2, 3, and 4 of Short Plat No. 8301260215.
Situate in the County of Pierce, State of Washington.

Parcel No. 0221087008, 0221087009, 0221087010, and 0221087011



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: KIM E. LYONNAIS, BUILDING OFFICIAL/
FIRE MARSHAL
SUBJECT: NEW STREET NAME- SUNVISTA LANE
DATE: NOVEMBER 26, 2001

INFORMATION/BACKGROUND

The City has received a request for the naming of a private lane off of Soundview Drive. Notification of the proposed street name has been sent to city, county and public agencies for comments. Please find attached: copies of the letters of request for comment and location maps. No comments have been received to date.

Mr. Beardsley requests the following:

1. The new lane, developed by Mr. Beardsley as a result of his short plat, be named "Sunvista Lane".

POLICY

The new street is located in the "Historical Name Area" and should have a name from the Historic Names List. However, the name chosen by Mr. Beardsley is consistent with many of the street names on Harborview, ie; Snug Harbor Lane, Soundview Court, Island View Court, and Anne Marie Court. The new street is consistent with view property and Mr. Beardsley comments that daily "sunrises are observed from this location".

The city recognizes the need to use more significant historic names, but feels those names should be reserved for more prominent streets and not private lanes.

FISCAL IMPACTS

None

RECOMMENDATION

Staff recommends approval of the street name as requested by Mr. Beardsley.

October 8, 2001

Kim E. Lyonnais
Fire Marshall
City of Gig Harbor
3125 Judson St.
Gig Harbor, WA 98335

RECEIVED
CITY OF GIG HARBOR
OCT 12 2001

Ms. Lyonnais,

I wish to submit a street name for your approval, which is located in the Beardsley Shortplot adjacent to 6916 Soundview Dr. The name would be Sunvista Lane. Based on the number of sunrises observed from this location, the name would be historically prudent.

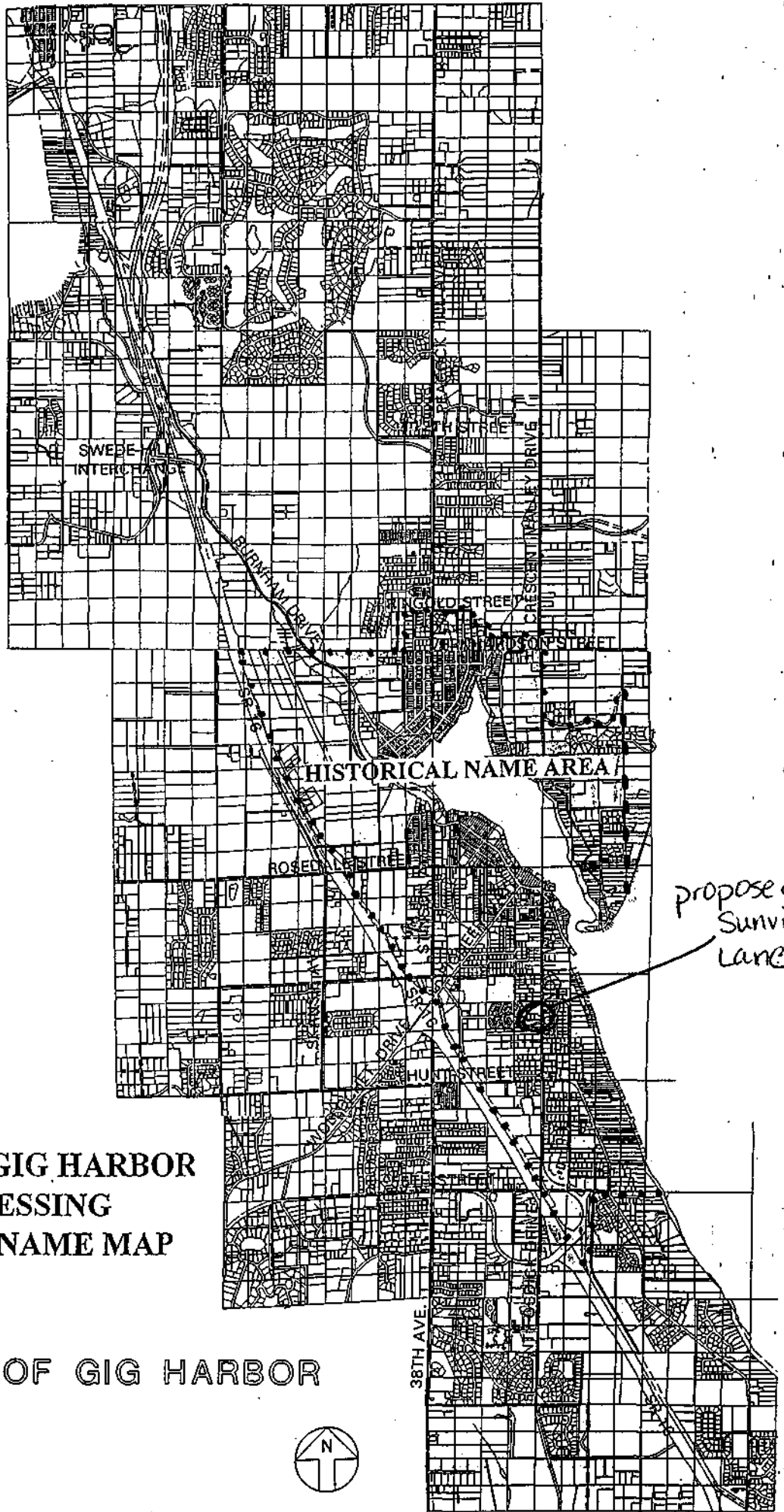
Your prompt approval would be appreciated

Sincerely,



Don Beardsley
6916 Soundview Dr
Gig Harbor, Wa 98335

253-752-0008



**CITY OF GIG HARBOR
ADDRESSING
STREET NAME MAP**

CITY OF GIG HARBOR





City of Gig Harbor. The "Maritime City"

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

FROM: CITY OF GIG HARBOR BUILDING OFFICIAL/FIRE MARSHAL

REQUEST FOR COMMENTS

RE: PROPOSED ADDRESS/STREET NAME ADDITIONS OR CHANGES

Owner/Project Name..... Beardstey

Present Address/Street Name..... none

New Address/Street Name..... Sunvista Lane

Copy of memo sent to:

Date: 11/7/01

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

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

Gig Harbor

CITY OF GIG HARBOR ADDRESSING GRID MAP

See City Addressing Maps for more details

GIG HARBOR

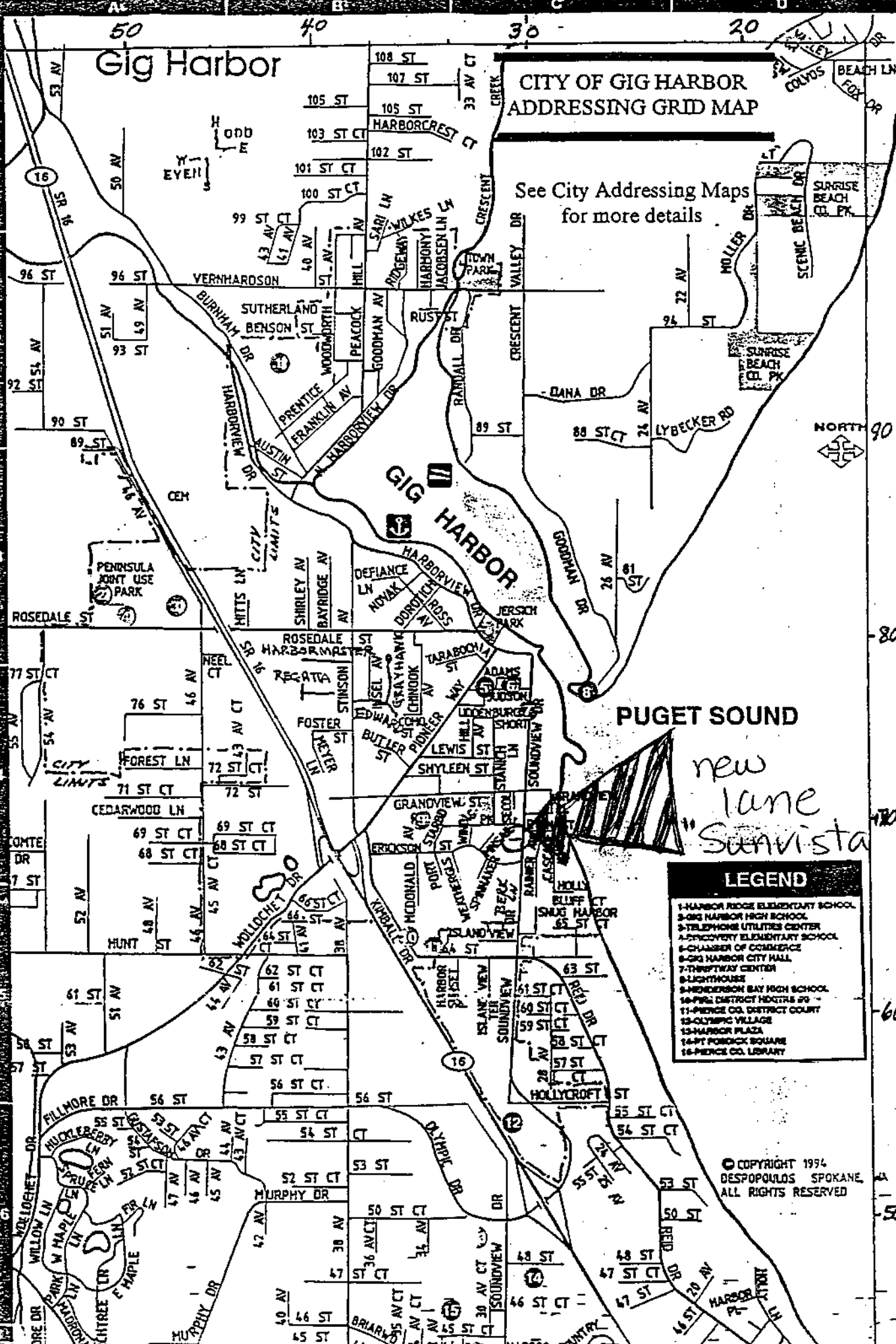
PUGET SOUND

new lane "Suavista"

LEGEND

- 1-HARBOR RIDGE ELEMENTARY SCHOOL
- 2-GIG HARBOR HIGH SCHOOL
- 3-TELEPHONE UTILITIES CENTER
- 4-CONCRETE ELEMENTARY SCHOOL
- 5-CHAMBER OF COMMERCE
- 6-GIG HARBOR CITY HALL
- 7-THRUWAY CENTER
- 8-LIGHTHOUSE
- 9-McDERMOTT BAY HIGH SCHOOL
- 10-PURDIE DISTRICT HOUSING #9
- 11-PENCE CO. DISTRICT COURT
- 12-OLYMPIC VILLAGE
- 13-HARBOR PLAZA
- 14-PT FORBICK SQUARE
- 15-PENCE CO. LIBRARY

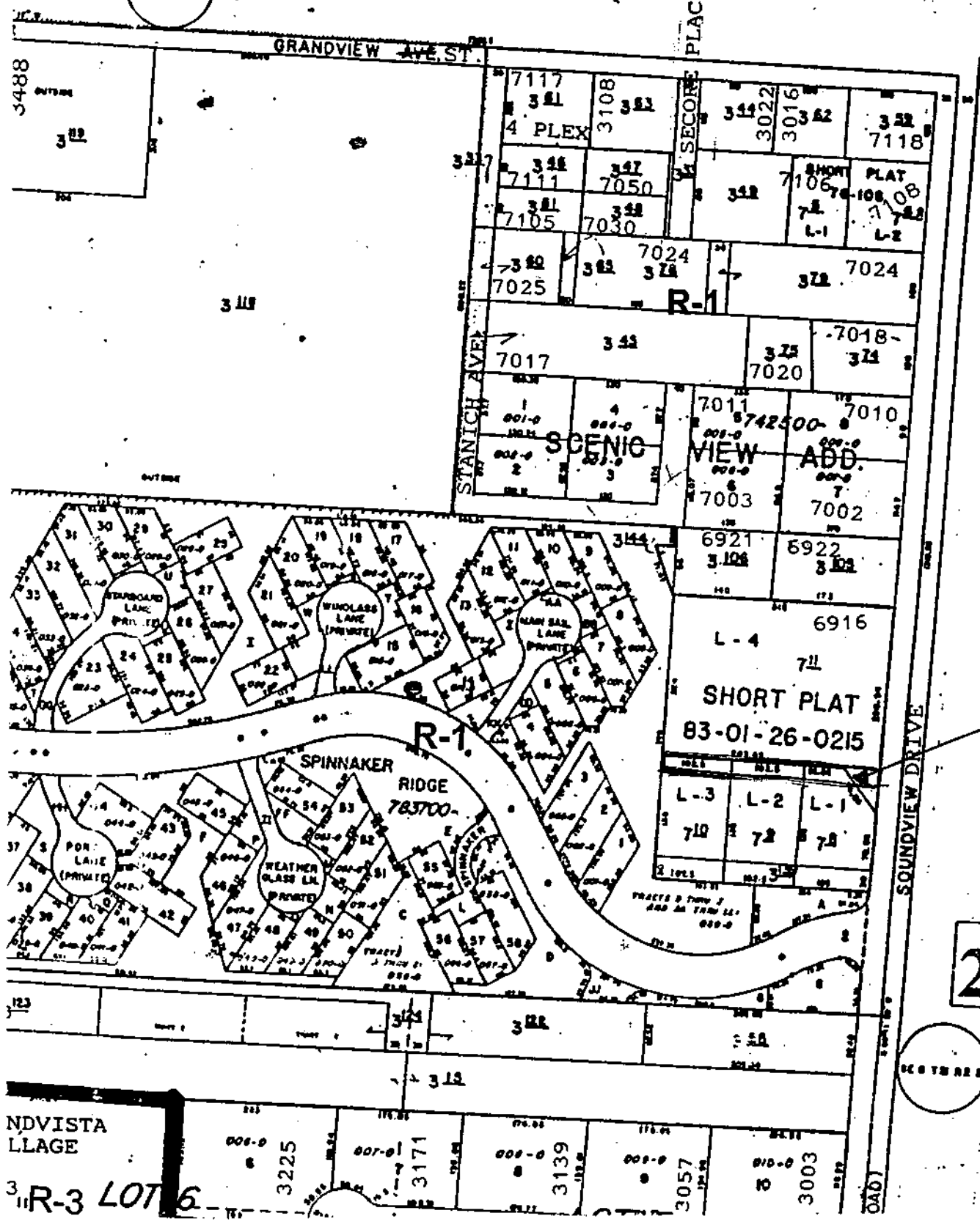
© COPYRIGHT 1994
DESPOPOULOS SPOKANE
ALL RIGHTS RESERVED



1

21

NO TREES



Propose Sun Vi Lane

27

NO TREES

NDVISTA LLAGE

R-3 LOT 6



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: NOVEMBER 20, 2001
**SUBJECT: FIRST READING - ORDINANCE PROVIDING FOR EXTENSION OF
THE LOCAL IMPROVEMENT DISTRICT NO. 99-1 BOND
ANTICIPATION NOTE.**

BACKGROUND

Ordinance No. 850 authorized issuance of a Local Improvement District No. 99-1 Bond Anticipation Note in the amount of \$1,200,000. The Note had a 15-month maturity and carried an interest rate of 4.93%. The note is due December 19, 2001.

FISCAL CONSIDERATIONS

The note will be refunded with LID special assessments to benefited property and subsequent LID bonds, however, due to the length of the project, we will not be able to complete the LID process before the due date of the note. At this time, we expect the project to be complete by the end of 2001.

The total amount of the bond anticipation note is \$1,200,000. The note carries a fixed interest rate of 2.20% and is due in 12 months. This interest rate is guaranteed through December 14.

RECOMMENDATION

Staff recommends adoption of the ordinance after second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON
AMENDING ORDINANCE NO. 850 TO REFLECT THE EXTENSION
OF THE MATURITY AND THE CHANGE IN INTEREST RATE OF
THE CITY'S LIMITED GENERAL OBLIGATION BOND
ANTICIPATION NOTE, 2000.**

WHEREAS, the City Council of the City of Gig Harbor, Washington (the "City") adopted Ordinance No. 850 on September 11, 2000 providing for the issuance of the City's Limited General Obligation Bond Anticipation Note, 2001 in the aggregate principal amount of not to exceed \$1,200,000 (the "Note") to finance the commencement of certain improvements in Local Improvement District No. 99-1 of the City; and

WHEREAS, the City issued the Note to KeyBank National Association (the "Bank") having a maturity date of December 19, 2001; and

WHEREAS, the City has received an offer from the Bank extending the maturity date and changing the interest rate of the Note; and

WHEREAS, it is in the best interest of the City to accept the Bank's offer of extension and change in interest rate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN as follows:

Section 1. Change in Note Terms. The maturity of the Note shall be extended from December 19, 2001 to December 19, 2002. The interest rate on the Note from December 19, 2001 through December 19, 2002 shall be _____%, in accordance with the offer of the Bank. All other provisions of Ordinance No. 850 shall remain unchanged.

Section 2. Authorization of City Officials. The City Administrator and Finance Director are authorized to take any action necessary to implement this ordinance.

Section 3. Effective Date. This ordinance shall be in effect five days after its publication as provided by law.

PASSED by the City Council of the City of Gig Harbor, Washington, at a regular meeting held this 10th day of December.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

First Reading: November 26, 2001

Dated Passed: December 10, 2001

Date of Publication: December ____, 2001

Effective Date: December ____, 2001



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: OCTOBER INFORMATION FROM PD
DATE: NOVEMBER 21, 2001

The October activity statistics are attached for your review.

The Reserves volunteered 97.5 hours in September. Their duties included patrol and court transports as well as security at Gig Harbor High and assisting during the downtown Halloween event.

The Marine Services Unit was not active in October and had just one half hour of administrative time.

The bike patrol worked 4 hours at the downtown Halloween event.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

GIG HARBOR POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

October 2001

	<u>Oct</u> <u>2001</u>	<u>YTD</u> <u>2001</u>	<u>YTD</u> <u>2000</u>	<u>%Change</u>
CALLS FOR SERVICE	477	4679	4246	+10
CRIMINAL TRAFFIC	18	231	144	+60
TRAFFIC INFRACTIONS	92	668	682	-2
DUI ARRESTS	12	92	64	+44
FELONY ARRESTS	9	54	56	-4
MISDEMEANOR ARRESTS	34	189	238	-21
WARRANT ARRESTS	5	50	50	0
CASE REPORTS	105	1112	1139	-2
REPORTABLE VEHICLE ACCIDENTS	15	231	187	+24