

Gig Harbor City Council Meeting



**December 11, 2000
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
December 11, 2000 - 7:00 p.m.

CALL TO ORDER:

SWEARING IN CEREMONY: Councilmember Jim Pasin.

PUBLIC HEARING:

1. Adopting Findings and Facts for Continuation of the Moratorium on PUDs and PRDs
2. Amendments to GHMC for PUDs and PRDs; Definitions, and Permit Processing for same.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of November 27, 2000.
2. Correspondence / Proclamations:
 - a) First Night
 - b) P.C. Task Force on Alcohol/Driving
 - c) Letter from AT&T - Holiday Greeting
 - d) Letter from Donald Williams - FEIS
 - e) Letter from Richard Conley - Borgens
 - f) Letter from Betsey Allen - Borgens
 - g) Letter from Michael Ratcliffe - Borgens
3. Liquor License Assumption: Olympic Village BP.
4. Liquor License Renewals: The Green Turtle Marco's Restaurant
5. Approval of Payment of Bills for December 11, 2000:
Checks #31433 through #31537 in the amount of \$330,559.64.
6. Approval of Payroll for the month of November:
Checks #450 through #501 in the amount of \$171,652.29.

OLD BUSINESS:

1. First Reading of Ordinance Adopting Findings and Facts to Support Continuance of the Moratorium on PUDs/PRDs.
2. First Reading of Ordinances for Amendments to Chapters 17.90 PUD, 17.89 PRD, 17.40 Definitions, and 19.01.003. Permit Processing.
3. Notice of Intention to Commence Annexation Proceedings - 62nd Street Court NW.

NEW BUSINESS:

1. Boating Safety Program Agreement.
2. First Reading of Ordinance - Accepting a Donation from the Washington State Association Emblem Club.
3. Pierce County Gig Harbor Peninsula Community Plan - City Recommended Changes.
4. First Reading of Ordinance - Revising GHMC 15.12 - Easements for Fire Equipment Emergency Access and Maintenance of Fire Protection Systems.
5. Annual Transportation Capacity Availability Report - Consultant Services Contract.
6. Portable Trash Pump - Purchase Authorization.
7. First Reading of Ordinance - Stormwater Management.
8. Scannell Sewer-Water Extension.
9. First Reading of Ordinance - Donation from the Morris Foundation.
10. Police Officer's Guild Contract.

STAFF REPORTS:

John Vodopich, Planning Director - New Public Notification Signs and DOE Shoreline Guidelines.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Treatment Summit / Main Street Project.

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 27, 2000

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

CALL TO ORDER: 7:06 p.m.

PUBLIC HEARING:

2001 Proposed Budget Ordinance. Mayor Wilbert opened the public hearing on this item at 7:06 p.m. David Rodenbach, Finance Director, presented the proposed budget and explained that there had been no changes since the last reading. There were no comments and the public hearing was closed at 7:09 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 November 13, 2000.
2. Correspondence / Proclamations:
 - a) Court Community Education Program
 - b) Martin Luther King Day
 - c) Survey of I-695 Budget Impacts
 - d) National League of Cities Committee
 - e) Letter regarding the FEIS Appeal
3. Liquor License Application: El Pueblito
4. Approval of Payment of Bills for November 27, 2000:
Checks #31340 through #31432 in the amount of \$139,368.54. Check #31431 was voided.

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

OLD BUSINESS:

1. **Second Reading of Ordinance - 2001 Proposed Budget.** The report was given previously by Mr. Rodenbach who offered to answer questions.

MOTION: Move to approve Ordinance No. 855 as presented.
Ekberg/Ruffo - unanimously approved.

2. **Second Amendment to Pre-Annexation Agreement for Gig Harbor North.** David Skinner, Public Works Director, presented this ordinance amending the gallons per day storage for the Gig Harbor North areas from 25,000 to 50,000 per day. Carol Morris, Legal Counsel, explained that the ordinance was amended to clarify ownership of certain properties, to identify which document was being amended, and to clarify that a public hearing had been held prior to adoption.

MOTION: Move we authorize the Mayor to execute the Second Amendment to the Pre-Annexation Agreement with Gig Harbor North in the form of the most current amended version.
Picinich/Ruffo - unanimously approved.

3. Ordinance - Continuation of a Moratorium on Acceptance of Applications for PUDs/PRDs. Pat Iolavera, Associate Planner, explained that this ordinance continues the moratorium on PUDs and PRDs through December 31st to allow Council to hold a public hearing on December 11th. Carol Morris recommended adopting this ordinance at this reading.

MOTION: Move to adopt Ordinance No. 856 as presented.
Picinich/Dick - unanimously approved.

4. Interlocal Agreement with PCFPD#5 - Fire Marshal Inspections. Mark Hoppen, City Administrator, explained that staff had been working with the Fire District and Legal Counsel to draft an agreement to provide fire inspection services through the Fire Department. He said that the agreement had been reviewed and was ready for signature if approved.

MOTION: Move to authorize the Mayor to sign the interlocal one-year agreement for PCFD#5 fire inspection services.
Young/Owel - unanimously approved.

NEW BUSINESS:

Mayor Wilbert announced that Agenda Item No. 3, Street Banner Proposal, was being removed from the agenda, as the representative from the Chamber of Commerce making the presentation could not be present.

1. Memorandum of Understanding - Watershed Planning. David Skinner explained that this was the first step in a watershed planning process to gather data on stream flows, elevations, subsurface water and how to manage water resources for future use. He continued to explain that this Memorandum of Understanding is the first phase of a two-year effort to establish the general scope of services for the Kitsap WRIA 15. He answered Council's questions regarding the memorandum.

Councilmember Owel voiced concern over an inconsistent use of the term "agreement" in the document. Ms. Morris explained that this would not cause a problem, as the memorandum does not bind the city to any action.

MOTION: Move to authorize the Mayor to approve the Memorandum of Understanding for the Watershed Planning agreement.
Dick/Ruffo - unanimously approved.

2. Notice of Intention to Commence Annexation Proceedings - 62nd Street. Pat Iolavera presented this request by property owners on 62nd Street Court NW to begin annexation efforts. She explained that statutes require Council to schedule a date to meet with the applicants to determine whether the city would accept the proposed annexation and address any issues or

concerns. Councilmember Dick asked the applicants to submit a more concise legal description for the property involved.

MOTION: Move to schedule the Notice of Intention to Commence Annexation for the December 11th meeting.
Ruffo/Dick -

Joe Mancuso - 2819 62nd St. Ct. NW. Mr. Mancuso, petitioner for the annexation effort, asked that the Planning Department clarify the letter stating that the petition had not met the needed criteria, and to correct an error in the the address before the next meeting.

RESTATED MOTION: Move to schedule the Notice of Intention to Commence Annexation for the December 11, 2000 Council meeting.
Ruffo/Picinich - unanimously approved.

Mayor Wilbert asked that Pat Iolavera be allowed to give her staff report at this time in the meeting.

Ms. Iolavera reported that a Request for Proposal had been published for the Borgen Property to find consultants to create a series of design concepts, both environmentally and historically sensitive. She said that she would return to Council with a recommendation in the near future.

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.31.110(i). Action may be taken after the session.

MOTION: Move to adjourn to Executive Session to discuss pending litigation per RCW 42.31.110(i) at 7:45 p.m., for approximately fifteen minutes.
Picinich/Owel - unanimously approved.

MOTION: Move to return to regular session at 8:00 p.m.
Ruffo/Picinich - unanimously approved.

CONSIDERATION OF APPLICANTS FOR VACANT COUNCIL POSITION:

Mayor Wilbert invited the seven applicants for the vacant Council position to come forward and give a brief introduction to Council.

Adam Ross Jr. Mr. Ross explained that he had recently run for a City Council position. He said that he was a fourth generation resident of Gig Harbor, and a member of the fishing community. He gave an overview of his background and his current involvement in high tech industry. He said that he would like to be a member of the Council because he is concerned with the community and would like to be involved in its future.

Paul Conan - 9004 Franklin Avenue. Mr. Conan explained that he had lived almost his entire life in the harbor. He said that his father's and grandfather's involvement in the community illustrates the legacy of public involvement for their family. He added that he would like to see citizens be more proactive than reactive, and would like the opportunity to serve this community.

He spoke of his involvement in the community, and working with the High School Youth Group at Chapel Hill Presbyterian.

Judy Olsen - Cedarcrest. Ms. Olsen asked for the opportunity to serve on the Council, as she is a strong believer in the power of the people. She talked of her memories of growing up in the Gig Harbor area. She added that she is the president of the homeowners association in Cedarcrest.

Jim Pasin - 2710 39th St. NW - Fairway Estates. Mr. Pasin explained that he has had an on-going interest in the legislative process, and has attended many of the Council meetings. He introduced his family and explained that they enjoyed both working and living in Gig Harbor. He talked about the skills he would bring to the council, and his involvement in the annexation process to bring his neighborhood into the UGA and then the city limits. He said that by watching and listening over the years, he has a working knowledge of the process and has a good working relationship with the department heads and staff. Mr. Pasin is currently a member of the Planning Commission.

Carla Hough - 100th St. Ct. NW - Ms. Hough gave an overview of her background, education, involvement in the military and career. She explained that she has a long history of public service and enjoys the team process. She said she would like an opportunity to shape policy in Gig Harbor. She then introduced her family, David, Jeffrey and Mark.

Al Malanca. Mr. Malanca explained that he had lived in East Gig Harbor over the past 30 years, and recently moved to a condo in the Finholm Market District. He said that he has had an active legal career with a keen interest in Municipal Government. He added that he is very familiar with issues facing Council, and has broad experience as a mediator and negotiator. He said that as a senior partner in his law firm, he has the time as well as desire to serve on the Council. He talked about the issues surrounding his partner, Bill Lynn, and the appearance of conflict that may be perceived, and assured Councilmembers that this would not be an issue, as if a conflict did arise he would recuse himself. He talked about his involvement in changing laws regarding bond issuance. He finalized by saying he has a strong desire to protect Gig Harbor during this period of growth.

Burt Talcott - 2720 42nd St. NW - Quail Park. Mr. Talcott said that he has considerable experience in governance and a long-time interest in Gig Harbor. He said that he served on the Ad Hoc committee to review the Peninsula School District audit, and the Westside Annexation efforts. He stressed that he would serve no special interests. He said his past service to community has been mostly short-term and that he would like the opportunity to serve in a longer-term capacity.

Mayor Wilbert said that the city was fortunate to have the caliber of volunteers that have come forward. She explained that the person chose to fill the vacant seat would have to run at the next election to complete the term. She said that Council would adjourn to Executive Session to discuss the qualifications of each applicant.

EXECUTIVE SESSION: For the purpose of evaluating candidates for vacant City Council seat per RCW 42.31.110 (h). Action may be taken after the session.

MOTION: Move to adjourn to Executive Session at 8:37 p.m. for the purpose of evaluating candidates for vacant City Council seat per RCW 42.31.110 (h) for approximately thirty minutes.
Ruffo/Picinich - unanimously approved.

Carol Morris, Legal Counsel, announced at 9:04 that Council had requested an additional ten minutes.

MOTION: Move to return to regular session at 9:15 p.m.
Owel/Ruffo - unanimously approved.

Mayor Wilbert thanked everyone for volunteering and explained that it was a very difficult decision.

MOTION: Move to nominate Jim Pasin to be the next City Councilmember for the City of Gig Harbor.
Picinich/Ruffo - unanimously approved.

MOTION: I move to authorize Mr. Taraday to enter into a settlement of the City's FEIS appeal pursuant to the terms of the agreement prepared by Ms. Cade of the Attorney General's office, and to authorize Mr. Taraday to agree to minor changes of the language of that agreement so long as such changes do not alter the material terms of the agreement.
Ruffo/Ekberg - unanimously approved.

MOTION: I move to authorize the Mayor to execute the four expert witness contract addenda relating to the City's condemnation of the Wilkinson Wetland site.
Picinich/Owel - unanimously approved.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert explained that Paul Nelson, Court Administrator, in conjunction with the Municipal Court Judge Michael Dunn, would be holding a Treatment Summit this coming Saturday to discuss client assistance. She then gave an overview of the mock-court demonstration currently underway at Gig Harbor High School that Mr. Nelson, the City Prosecutor, and Detective Kelly Busey were working on at the request of the students.

Mayor Wilbert then invited Councilmembers to walk the Borgen Property with an environmental specialist and local teachers at 3:30 Wednesday, November 29th.

Mayor Wilbert then spoke of intersections in city limits that may be traffic hazards, Pt. Fosdick and 36th, Hollycroft and Reid Drive, and Hunt and Soundview Drive. She recommended that three-way stops could be installed to address these concerns.

Councilmember Owel said that it is gratifying to know that there are so many talented people to choose from when an opening comes up on the Council or Planning Commission. She added that she hopes that people sustain their interest and continue to volunteer.

ADJOURN:

MOTION: Move to adjourn at 9:25 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 595 Side B 220 - end.
Tape 596 Side A 000 - 227.

Mayor

City Clerk



Theater District Associates

P.O. Box 1861 Tacoma, Washington, 98401 253.572.8373

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Foundation

PAT PATTON
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Tacoma Sheraton Hotel

JIM SMITH
Pierce County
Arts Commission

JANEANNE UPP
Tacoma Art Museum

JULI WILKERSON
City of Tacoma

November 27, 2000

Gretchen S. Wilbert
Mayor
City of Gig Harbor
3105 Judson St
Gig Harbor WA 98335

Dear Mayor Wilbert:

First Night Tacoma-Pierce County is just around the corner and planning for the festival is underway. The key to the success of this unique celebration -- "First Night of the New Year" -- is community involvement. We respectfully extend an invitation to the City of Gig Harbor to participate in the all-invited, no-holds barred, Kazoo Theater and Merrymakers March.

The Merrymakers March begins at 7:00 p.m. and makes a loop beginning and ending in Pierce Transit Square, near the festival's Main Stage. The March is a Mardi Gras style parade that includes performers, artists and members of the audience. The March is immediately preceded by Kazoo Theater. Revelers are invited to bring their kazoos (2500 are handed out between 5:00 - 6:45 p.m.) to the Main Stage where performers and City Officials teach them a few fun and entertaining tunes. It's a wonderful opportunity to teach the crowd *Louie, Louie* or introduce the City of Gig Harbor's theme song.

For the 9th year, First Night Tacoma-Pierce County has secured its place in the community as the New Year's Eve, alcohol-free celebration of the arts. People of the entire South Puget Sound have discovered the best way to celebrate each other, our shared hopes and dreams, our sense of community and our love of the arts. Tacoma expects more than 20,000 people to fill the downtown streets from Antique Row to the Washington State History Museum.

There are valuable benefits in return for your participation. It is an investment in our community. It will ensure that our New Year's Eve tradition will continue growing and enriching the lives many people. I am positive that your participation in the Merrymakers March and/or Kazoo Theater will make a significant difference in our community.

Should you have questions or concerns, please don't hesitate to call me directly. We look forward to your decision and to the possibility that together we will ensure the success of First Night Tacoma-Pierce County.

Kind regards,

Valerie Kardonsky
Managing Director



PIERCE COUNTY TASK FORCE ON ALCOHOL / DRIVING
8811 South Tacoma Way / Tacoma, Washington 98499 / (253) 798-6112 / FAX (253) 798-2808

RECEIVED

DEC 5 - 2000

CITY OF GIG HARBOR

December 1, 2000

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

Dear Mayor Wilbert;

On behalf of the Tacoma/Pierce County DUI Task Force, we would like to invite you to attend two events in the early evening of December 15th. Beginning at 6 p.m., we will be holding the "Night of 1,000 Stars" Holiday Celebration, and then following at 7:30 p.m., we will be holding the "Night of 1,000 Stars" Candlelight Vigil.

The Holiday Celebration will include an awards ceremony recognizing individuals and groups who have contributed to the efforts to stop impaired driving and underage drinking, and promoting responsible hospitality. We will also be kicking off the T.O.W.E.D. program - towing operators who will offer free rides home during the holiday season to those who have been drinking too much, and the "Night of 1,000 Stars" DUI emphasis patrol - the annual statewide emphasis patrol.

The Candlelight Vigil will be held to remember and honor those who have died and have been injured by drunk or drugged drivers, and law enforcement officers who are out night after night trying to keep the roads safe for our citizens.

The Holiday Celebration will begin at 6 p.m. at the Best Western Tacoma Inn, 8726 South Hosmer in Tacoma, and the Candlelight Vigil will begin at 7:30 p.m. at the neighboring Comfort Inn, 8620 South Hosmer.

Pierce County Executive-elect John Ladenburg, Pierce County Sheriff Paul Pastor, Tacoma Police Chief James Hairston, and Washington State Patrol Captain John Batiste (and Chair of the DUI Task Force) will be participating in the program, and as supporters of the DUI Task Force, we would be honored by your presence on this evening as well. Please feel free to attend one or both of the events.

We would also like to thank those communities who have already proclaimed December as "Drunk and Drugged Driving Prevention Month" - DuPont, Lakewood, and University Place to date. If you would like more information, please contact Sheri Badger, DUI Task Force Coordinator.

Please R.S.V.P. by Wednesday, December 13th to Sheri Badger at 253-798-6112.

Sincerely,


Sgt. Jerry Lawrence, Pierce County Sheriff's Dept.
Chair, 2000 DUI Holiday Campaign Committee



AT&T Broadband & Internet Service
2316 South State Street
Tacoma, WA 98405-2831

RECEIVED

NOV 27 2000

November 24, 2000

CITY OF GIG HARBOR

Mayor Gretchen Wilbert
City of Gig Harbor
3105 Judson Street
Gig Harbor WA 98335-1221

Dear Mayor Gretchen Wilbert,

Thank you for taking the time to participate in this year's "Season's Greetings" video project. Hopefully you will have the chance to see your holiday message on any one of the 13 different channels, ESPN, CNN, USA, MTV, A&E, Discovery, PSN, Lifetime, Headline News, TNT, TNN, Nickelodeon, and our very own Community Channel 29/76 between now and New Year's Day.

We have provided you with a videotape of all the "Season's Greetings" done this year. We know you'll enjoy watching yourself, as well as other leaders in the community.

Sincerely,

Ed Hauge
Community Television Manager

Donald S. Williams
7812 Olympic View Drive NW
Gig Harbor, Washington 98335
Telephone: (253) 858-2409
FAX: (253) 858-2007

November 17, 2000

The Honorable Gretchen Wilbert
Mayor, City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Subject: Gig Harbor's FEIS Appeal Fails To Consider Citizens' Interests

Please recall that we met before the October 23 City Council meeting to discuss two deficiencies in the City of Gig Harbor's appeal of the Final Environmental Impact Statement (FEIS) for the Tacoma Narrows Project. I then addressed the City Council regarding these two deficiencies. The deficiencies were: (1) The City's lawsuit as filed in Federal District Court on October 2 did not include the three economic issues that were in the draft version discussed by the Council on August 28 and (2) the brief filed in Federal Court failed to ask for "relief" on two of the six complaint issues raised in the lawsuit.

To bring you up to date, on November 3 I visited the Federal District Court Clerk's office in Tacoma and reviewed the status of the City's lawsuit. Your attorney filed an amended complaint on October 25 and corrected the error of not asking for "relief" on two of the complaints but, unfortunately, the three economic issues were not included. Clearly, you and the City Council were aware that the lawsuit was devoid of any economic-related complaints and there was every option available to put these economic issues into the amended complaint. Since this was not done I conclude it was a conscience decision on the part of the City Council and that it would be pointless for me or anyone else to try to change that decision. However, it is most unfortunate that these economic issues were omitted from the City's lawsuit. I believe the people of Gig Harbor were misled into believing that economic relief was being sought in the City's federal appeal of the FEIS when, in fact, the City had no intention to do so from the start.

From my several conversations with you regarding the Tacoma Narrows Project you've consistently emphasized your concern over the tolls, how tolls will impact the community and, specifically, the residents of Gig Harbor. In your letter to the Puget Sound Regional Council¹ you said, "[t]he citizens have made it clear they felt their concerns would be better represented through the appeal process than through informal negotiations." In that letter you described citizen concerns as being "environmental, physical, social and economic impacts to the 45,000

¹ Letter From Gretchen Swayze Wilbert to Bob Edwards, President, Puget Sound Regional Council; dated September 13, 2000,

The Honorable Gretchen Wilbert
November 17, 2000
Page 2

people who reside within the greater Gig Harbor area." Accordingly, it is inconceivable how the economic impacts of this project, which will clearly have the most significant impact on individual citizens and are of their highest concern, were omitted. I believe the citizens of Gig Harbor deserve to be informed of the City's actions.

From the viewpoint of someone who has followed this project for many years, including the environmental studies, and understands the issues underlying the project, I can draw only one conclusion. The City of Gig Harbor turned its back on its citizens and failed to protect their economic interests. Instead, the City focused on its own self-interests.

There is no question that the City deserves to receive whatever it can obtain in the way of mitigations involving the six complaints raised in your lawsuit. What I'm addressing here is that the City turned its back on its own citizens by neglecting its responsibility to protect their economic interests as well as those you referred to as living in the greater Gig Harbor Area.

I don't see any way to correct the City's neglect for its citizens. But I do think it's most important that someone in the Gig Harbor City Government tell the public that their economic interests were left out of the City's lawsuit. Do you agree? Please let me know your position at the earliest possible time.

Sincerely,



Donald S. Williams

L00265

ARTISAN



FURNITURE SERVICE

3214 114th St. NW
Gig Harbor, WA 98332
(253) 857-7584 FAX 851-7389

11/30/2000

Mayor Gretchen Wilbert
Gig Harbor City Hall
Gig Harbor, WA

Dear Mayor,

I read your article in *The Gateway* and feel much the same regarding the Borgen building. I was distressed to see the Borgen sign removed as one of the first acts by the Historical Society.

The exorbitant price originally asked for that property was well beyond the means of any local small business operator. The price was suitable for a Starbucks or development of a small strip mall. Not that I could afford it, but I asked my realtor about the property and he said "I wouldn't touch that with a ten foot pole."

But, to the point. There may be a way to restore the Borgen building and keep it as a historical site. I have not developed a specific proposal for a working plan but would like to outline my thoughts as follows.

My general proposal is to have the city lease the Borgen building to me with intent to operate my furniture repair business from it. (My business is in furniture repair. Last year I grossed \$130,000.00 with two part-time employees working from my backyard shop.)

I would like only a portion of the Borgen building. The rest of the building could be leased to other craftpersons, woodworkers, furniture makers, cabinet makers, antique dealers or artisans of similar nature. You can get these people very easily simply by subsidizing the lease.

There's a catch though. The lessees must contribute to the restoration of the building while they are in it. Lessees will be responsible for all insurance costs. There will be a building restoration director (myself or one of the tenants) to organize and facilitate the restoration work.

Page 2 of 2

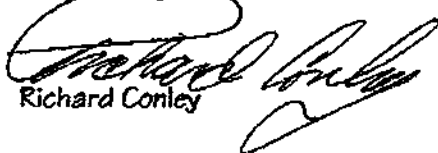
The Borgen sign should be re-installed. A replica made if the old sign is trashed.
The Borgen sign would be modified to read: "Home of:" and then the lessee business names.

That is a bare-bones sketch of my idea. I think it can be made to work. There are many woodworkers and craftspeople capable of carrying off this project. I think there may even be a serious woodworker on the Historical Society board of directors.

With a little creativity and willing parties, it might be done.

Lastly, I must say that I have not seen or assessed the building interior in terms of usability. (My realtor may be right.) But I'm not willing to let slip away what might be the final opportunity to preserve what I believe is a historically significant element of Gig Harbor.

Respectfully,


Richard Conley

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NOV 28 2000

November 23, 2000

CITY OF GIG HARBOR

Referring to your article on page 8A, 11/22/2000 edition of the Gateway,
"LEVELS OF BORGEN HISTORY GO DEEP!" History IS every level! (No level can be ignored.)

I can't believe the Gig Harbor City Council voted to completely demolish the Borgen Building and the Gig Harbor Peninsula Historical Society (museum) agreed with the decision. Equally unbelievable to me is the offer of the Gig Harbor Lions' Club to seek restoration funds from the Community to honor the history of this site was turned down. Hopefully there will be an opportunity soon to donate to a Restoration Fund for this site.

Thanks to the Ericksons (Nellie Austin Erickson) and later George Borgen, our family enjoyed many tales of history. We knew of Donkey Creek and thanked the Gig Harbor Fishermen for the fish hatchery, etc. many times. Our sons, Charles and Thom, at Goodman Middle School (Bill Stocklin) were concerned re the pollution of Gig Harbor Bay and we thanked Jake Bujacich et al. for the Treatment Plant, etc.

When the destruction of some of the lumber fell recently, I wondered why the value of each board, if removed by hand with the rotten parts removed and new boards made for use, was not realized. This lumber is scarce and valuable. My Montana heritage has witnessed this which is usually done by volunteers.

It is possible and correct to preserve all levels of History. If anyone feels the same as I, please ask the Gig Harbor Mayor and Council to reconsider this destruction. Please ask them to create an Environmental Educational Resource Library here for all generations.

Retsey C. Allen

RECEIVED

NOV 28 2000

CITY OF GIG HARBOR

Michael R. Ratcliffe
10308 38th Av Ct NW
Gig Harbor, WA 98332

11-19-00

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

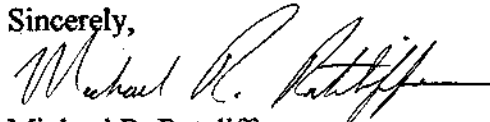
RE: Borgen Building

Dear Mayor Gretchen Wilbert,

I feel that the Borgen Building should be demolished as soon as possible. The property should be made into a park since that was why the city purchased it. I drive by the Borgen Building everyday and it is an eye sore. I think too much money and time will be spent if the building is renovated and it just is not worth it.

I hope that you will speed up the process and the city of Gig Harbor will have a new park in the near future.

Sincerely,



Michael R. Ratcliffe



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

RECEIVED

DATE: 11/28/00

TO: CITY OF GIG HARBOR

DEC 1 - 2000

RE: ASSUMPTION
 From OLYMPIC VILLAGE BP, INC.
 Dba OLYMPIC VILLAGE BP

CITY OF GIG HARBOR

APPLICANTS:

M&J FUEL, L.L.C.

CHAFFEUR, MICHAEL P

1966-09-17 539-82-8014

License: 071544 - 2F County: 27
 UBI: 602-077-380-001-0001
 Tradename: OLYMPIC VILLAGE 76
 Loc Addr: 5555 SOUNDVIEW DR NW
 GIG HARBOR WA 98335-1478

Mail Addr: 25504 139TH AVE SE
 KENT WA 98042-6608

Phone No.: 253) 630-7702 MICHAEL CHAFFEUR

Privileges Applied For:
 GROCERY STORE - BEER/WINE

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

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/04/00

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20010228

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	GLENN JR, NOLAN F GLENN, KYONG SUE	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	BEER/WINE REST - BEER/WINE
2	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MARCO'S RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 1132	074950	BEER/WINE REST - BEER/WINE OFF PREMISES

RECEIVED

DEC 6 - 2000

CITY OF GIG HARBOR



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, ASSOCIATE PLANNER
SUBJECT: PUBLIC HEARING AND FIRST READING ADOPTING FINDINGS AND
FACTS FOR CONTINUING MORATORIUM ON PUDs AND PRDs
DATE: DECEMBER 7, 2000

BACKGROUND/INTRODUCTION

Attached for Council's consideration are the DRAFT Ordinance adopting Findings and Facts for the continuation of the moratorium on permit applications under 17.89 Planned Residential Development and 17.90 – Planned Unit Development and of the Gig Harbor Municipal Code to December 31, 2000, or such date as the Council sees fit. We have held a public hearing this evening and Council may now adopt these Ordinances in one reading.

POLICY ISSUES

The moratorium will preclude the vesting of applications under chapters 17.89 and 17.90 of the Gig Harbor Municipal Code during the time those chapters are being reviewed.

FISCAL IMPACT

The proposed amendments would not have any fiscal impact respective to city revenues.

RECOMMENDATION

This is the first reading of the ordinance and a public hearing. If Council so directs, changes to the proposed ordinances may be considered for review at the next available Council meeting, or should there be no changes, Council may adopt the ordinances in one reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING FINDINGS OF FACT AND CONCLUSIONS TO JUSTIFY THE CONTINUED IMPOSITION OF A MORATORIUM UNDER RCW 36.70A.390 ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 GHMC AND PLANNED RESIDENTIAL DEVELOPMENTS UNDER CHAPTER 17.89 GHMC UNTIL DECEMBER 31, 2000, DEFINING THE DEVELOPMENT APPLICATIONS SUBJECT TO THE MORATORIUM AND AFFIRMING THE EMERGENCY NATURE OF THE MORATORIUM IMPOSED ON MAY 8, 2000.

WHEREAS, on May 8, 2000, the City Council passed Ordinance No. 843, adopting an immediate moratorium on the acceptance of certain nonexempt development applications for property in the City; and

WHEREAS, RCW 36.70A.390 requires that the City hold a public hearing on the moratorium within 60 days of its adoption, and that the City Council adopt findings of fact and conclusions to justify the continued imposition of the moratorium; and

WHEREAS, on June 12, 2000, at a regular City Council meeting, the City Council held a public hearing on the moratorium and accepted testimony from all members of the public desiring to be heard; and

WHEREAS, on June 12, 2000, the City Council also deliberated on the issue whether to maintain the moratorium, and voted to continue the moratorium described above; and

WHEREAS, on July 10, 2000, the City Council passed Ordinance No. 846, which adopted findings of fact and conclusions supporting a six-month moratorium, as well as a work plan for the Planning Commission to follow in the development of amendments to the PUD and PRD chapters; and

WHEREAS, Ordinance No. stated that the City Council was required to terminate the moratorium through the passage of another ordinance; and

WHEREAS, on November 13, 2000, the City Council voted to continue the moratorium until December 31, 2000; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 provide that a moratorium may be effective for a period of up to one year if a work plan is developed and that a six month moratorium may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made; and

WHEREAS, the Planning Commission developed a recommendation to the City Council in *the form of amendments to the PRD and PUD chapters*; and

WHEREAS, the City staff made certain changes to the recommendation to clarify procedure, and on November 13, 2000, the City Council voted to send the recommendations formulated by staff back to the Planning Commission for review;

WHEREAS, on November 16, 2000, the Planning Commission considered the staff recommendations, provided their approval of same and directed staff to send the recommendation to the City Council for a public hearing on November 27, 2000; and

WHEREAS, the City Council also scheduled a public hearing for the continuation of the moratorium, to be held on November 27, 2000; and

WHEREAS, on November 27, 2000, the City Council held a public hearing and considered whether to continue the moratorium; Now, Therefore,

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

Section 1. Definitions. For the purpose of this Ordinance, the following definitions shall apply:

A. **"Exempt Development Permits"** shall include any planned unit development application or planned residential development application which was complete and submitted to the City on the effective date of Ordinance No. 843 or No. 846 or thereafter, or any planned unit development or planned residential development that has already received final approval by the City. In addition, "exempt development permits" include any other land use, subdivision or development approval that is not described as a "non-exempt development permit" in subsection "B" below.

B. **"Non-Exempt Development Permit"** shall include any planned unit development application or planned residential development application which was submitted to the City but was not complete on the effective date of Ordinance No. 843 or No. 846 or thereafter, as well as any planned unit development or planned residential development applications that are submitted to the City after that time.

Section 2. Adoption of Findings of Fact. As required by RCW 36.70A.390, the City Council hereby adopts the following findings of fact to support the continued imposition of the City's moratorium, until December 31, 2000, on the acceptance of non-exempt development applications:

A. Purpose. The purpose of this moratorium until December 31, 2000 is to allow the City adequate time to hold a public hearing(s) to consider the recommendation of the Planning

Commission on the Planning Commission's proposed amendments to chapter 17.89 GHMC for planned residential developments and chapter 17.90 GHMC for planned unit developments. The City Council has scheduled such a public hearing for November 27, 2000. A copy of the recommendations of the Planning Commission were made available to the public on November 22, 2000.

The public will have an opportunity to review the recommendations and provide comment before the public hearing on November 27, 2000. If the City Council chooses to consider a change to the Planning Commission's recommendation, it is required to provide another opportunity for public comment before the City Council votes on the proposed change. Therefore, the Council may need to hold an additional public hearing on the Planning Commission's recommendations in the month of December, 2000. An extension of the moratorium until December 31, 2000 will accommodate this procedure and satisfy the public participation requirements of the Growth Management Act.

The above activities must be performed during a moratorium on the acceptance of non-exempt development permits, so that a property owner cannot vest to existing regulations, which may be substantially changed during this process. The courts have recognized that municipalities may need to adopt immediate moratoria without notice so that developers could not frustrate long-term planning by obtaining vested right to develop their property, thereby rendering new development regulations moot. Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995).

B. Testimony from Planning Associate. On November 13, 2000 and during the public hearing on November 27, 2000, Patricia Iolavera, planning associate, testified as to the Planning

Commission's progress in the development of the recommendation for the amendments to the planned residential development and planned unit development chapters to the Gig Harbor Municipal Code. She described the changes made by City staff to the Planning Commission's recommendation, and the Planning Commission's decision on these changes after the Commission's meeting of November 18, 2000.

C. Council Deliberations. The City Council deliberated after the public testimony was provided. The Council voted to extend the moratorium until December 31, 2000, so that adequate public participation in the development regulation amendment process could be provided.

Section 3. Moratorium Continued. In light of the above, the City Council hereby continues the moratorium imposed on May 8, 2000, on the acceptance of all non-exempt development permit applications for property within the City, until December 31, 2000.

Section 4. Duration of the Moratorium. The moratorium continued by this Ordinance commenced on May 8, 2000, and shall terminate on December 31, 2000. The Council shall make the decision to terminate this moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. 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, sentence, clause or phrase of this Ordinance.

Section 6. Declaration of Emergency. The City Council hereby declares that this Ordinance shall take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without a

continuation of the moratorium on the City's acceptance of non-exempt development applications for property, such applications could become vested under regulations subject to imminent change by the City in its development regulation revision process. This Ordinance does not affect any vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permit and previously obtained approvals for development may proceed with processing or development, as the case may be.

Section 7. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 8. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage as set forth above.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this
__th day of ____, 2000.

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 _____, 2000, 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, ADOPTING FINDINGS OF FACT AND CONCLUSIONS TO JUSTIFY THE CONTINUED IMPOSITION OF A MORATORIUM UNDER RCW 36.70A.390 ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 GHMC AND PLANNED RESIDENTIAL DEVELOPMENTS UNDER CHAPTER 17.89 GHMC UNTIL DECEMBER 31, 2000, DEFINING THE DEVELOPMENT APPLICATIONS SUBJECT TO THE MORATORIUM AND AFFIRMING THE EMERGENCY NATURE OF THE MORATORIUM IMPOSED ON MAY 8, 2000.

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

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

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: PATRICIA IOLAVERA, ASSOCIATE PLANNER
SUBJECT: PUBLIC HEARING AND FIRST READING OF DRAFT ORDINANCES
FOR CHAPTERS 17.90 PUD, 17.89 PRD, 17.40 DEFINITIONS, AND
19.01.003
DATE: DECEMBER 7, 2000

INFORMATION/BACKGROUND

Please find enclosed for your consideration, four (4) draft ordinances including the PUD and PRD ordinances, as well as amendments adding or amending definitions in chapter 17.40 – Definitions, and a new section 19.01.003 adding a new permit process relating to PUD and PRD applications.

The Planning Commission and staff met on November 23, 2000 and reviewed further changes to chapters 17.89, 17.90, and 19.01. At direction of the Planning Commission the staff made changes reflecting their decisions and have incorporated them into the attached draft ordinances.

Please note the following changes and additions:

1. Retain the PRD and amend it per their draft included.
2. The PUD will generally allow 25% additional gross floor area (contingent upon provision of amenities) except that it will allow 30% in C-1 zones and 35% in B-2 zones.
3. Heights will be allow to reach 45 feet for flat roofed buildings and 60 feet for pitched roof buildings.
4. 'Gross floor area' will be retained as the calculation for density bonus' rather than 'maximum building footprint'.
5. There are now three changes to chapter 17.04 -- Definitions. One each for 'net buildable land' and 'impervious surfaces', and a new definition of 'low impact retail'.
6. Please also review carefully the new administrative procedure Type IIIB which will apply to preliminary PUD and preliminary PRD approval. This procedure brings the preliminary approval to Council (after design review approval).

POLICY CONSIDERATIONS

In proposing to keep both the PUD and PRD ordinances the City is fulfilling comprehensive plan goals of promoting diverse housing types, innovative planning techniques and good community design. While in most communities "PUD" refers to "planned residential developments", Gig Harbor has gone a step further to also provide for "planned commercial developments". These draft ordinances address the majority of concerns expressed earlier the public and staff. Most significantly, these new drafts give clearer guidance to staff regarding the desires of the

community.

FISCAL CONSIDERATIONS

RECOMMENDATION

This is the first reading of these ordinances and a public hearing. If Council so directs, changes to the proposed ordinances may be considered for review at the next available Council meeting, or should there be no changes, Council may adopt the ordinances in one reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF "IMPERVIOUS SURFACE" IN THE CITY ZONING CODE TO BE CONSISTENT WITH THE PUBLIC WORKS' DEFINITION OF "IMPERVIOUS SURFACE," AND ADDING A NEW DEFINITION OF "NET BUILDABLE LANDS" FOR USE IN CALCULATING DENSITY CREDITS IN PLANNED UNIT DEVELOPMENTS AND PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING A NEW DEFINITION OF "LOW IMPACT RETAIL" TO DESCRIBE ALLOWED RETAIL USES PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING NEW SECTIONS 17.04.128, AND 17.04.551, AND AMENDING SECTION 17.04.420 OF THE OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City will soon adopt a new Storm Water Drainage Manual, and the definition of "impervious surface" is not consistent with the definition in the City's Zoning Code; and

WHEREAS, a definition of "net buildable lands" is necessary to calculate the density credits allowed a planned unit development or planned residential development; and

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

WHEREAS, the City Planning Commission held a public hearing to consider this Ordinance on July 26, 2000 and August 2, 2000 and recommended that the City Council approve this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

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

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

Section 1. A new Section 17.04.128 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.128 Net Buildable Lands. "Net Buildable Lands" means the gross land area measured in acres or square feet within the defined boundaries of the proposed project, less non-buildable land, such as wetlands or tidelands and other land, measured in acres and/or square feet, that by definition or ordinance is to be deducted from the gross buildable land area; plus density credits available. Land areas to be deducted from the gross buildable land area include wetlands, tidelands, wet creek beds, identified buffer areas along water bodies, and rights-of-way.

Section 2. Section 17.04.420 of the Gig Harbor Municipal Code is hereby amended to read as follows:

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

Section 3. A new Section 17.04.551 is hereby added to the Gig Harbor Municipal Code, to read as follows:

Low Impact Retail: retail uses that are compatible with, and targeted to, local residential consumers, and that reduce the hazards of local traffic by limiting the size of the building. Such stores or services may include pharmacies, bakeries and delicatessens or coffee shops, barbershops and beauty parlors, drycleaners, shoe repair, small commercial postal services, flower shops, and similar uses. Drive in establishments, such as gas stations or drive through restaurants do not meet this definition.

Section 4. 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 5. 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 _____, 2000.

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 _____, 2000, 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 DEFINITION OF "IMPERVIOUS SURFACE" IN THE CITY ZONING CODE TO BE CONSISTENT WITH THE PUBLIC WORKS' DEFINITION OF "IMPERVIOUS SURFACE," AND ADDING A NEW DEFINITION OF "NET BUILDABLE LANDS" FOR USE IN CALCULATING DENSITY CREDITS IN PLANNED UNIT DEVELOPMENTS AND PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING A NEW DEFINITION OF "LOW IMPACT RETAIL" TO DESCRIBE ALLOWED RETAIL USES PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING NEW SECTIONS 17.04.128, AND 17.04.551, AND AMENDING SECTION 17.04.420 OF THE OF THE GIG HARBOR MUNICIPAL CODE.

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

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

MOLLY TOWSLEE, CITY CLERK

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE REGULATIONS RELATING TO PLANNED RESIDENTIAL DEVELOPMENTS, DESCRIBING THE CONTENTS OF A COMPLETE APPLICATION FOR A PRELIMINARY AND FINAL PRD, MAJOR AND MINOR PRD AMENDMENTS, SETTING FORTH THE CRITERIA FOR APPROVAL AND THE PERFORMANCE STANDARDS, AMENDING SECTIONS 17.89.010, 17.89.020, 17.89.030, 17.89.040, 17.89.050, 17.89.060, 17.89.070, 17.89.080, 17.89.090, 17.89.100, 17.89.110, AND 17.89.130, AND REPEALING SECTION 17.89.120 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Gig Harbor City Council imposed a moratorium on the submission of planned residential development ("PRD") applications; and

WHEREAS, the City Council directed the Planning Commission to provide a recommendation regarding the City's regulations for planned residential developments; and

WHEREAS, the Planning Commission held hearings on the planned residential development regulations on July 26, 2000 and August 2, 2000; and

WHEREAS, the City's SEPA Responsible Official issued a determination of nonsignificance relating to the adoption of this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of December 11, 2000, after a public hearing; Now, Therefore,

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

Section 1. Section 17.89.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.89.010 Intent of the Planned Residential Zone ("PRD").
The intent of the PRD zone is to ~~provide for greater site design and flexibility and, thus, allow opportunity for~~ more creative and imaginative residential projects than generally possible under strict application of the conventional zoning regulations in order that such projects may provide substantial additional benefit to the community. It is further intended to preserve unique or sensitive physical features, such as steep slopes, views, retention of natural vegetation and to provide more open space and recreational amenities than would be available under conventional land development practices. Additionally, it is intended to promote more economical and efficient use of land and a unified design concept for residential development.

Section 2. Section 17.89.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.89.020 Where PRD's are Permitted and Acceptable Parcel Characteristics. ~~Planned residential development may be permitted in the following zoning districts consistent with the development and design standards of this chapter:~~

A. PRDs may be permitted in all districts zoned residential; the Waterfront Millville (WM) and Waterfront Residential (WR) zones.

B. PRDs shall not be allowed on any parcels less than two acres in size, excluding tidelands, unless one of the following findings are made, in addition to the criteria for preliminary PRD approval in this chapter:

1. An unusual physical, natural resource or topographical feature of importance exists on the site or in the neighborhood which can be conserved and still leave the applicant reasonable use of the land by the use of a PRD; or
2. The property or its neighborhood has an historical character of importance to the community that will be protected by use of a PRD.

Section 3. Section 17.89.030 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

17.89.030 Permit Application Procedures. ~~Types of uses permitted. The following uses are permitted in a PRD zone: A. Single family detached dwellings and up to four unit attached structures in R-1 districts; B. All single family and multifamily dwellings as defined in Chapter 17.04 GHMC in R-2 and R-3 Districts; C. Accessory uses; D. Uses that may be allowed by conditional use permits in the underlying zone subject to the requirements of Chapter 17.64 GHMC.~~

A. Type of Permit. A preliminary PRD application shall be processed according to the procedures set forth in Title 19 GHMC for Type IIIB project permit applications. Final PRD applications shall be processed according to the procedures in Title 19 GHMC for Type IV project permit applications.

B. Expiration of PRD. Within five (5) years of the date of the preliminary PRD approval, an application shall be submitted for final PRD approval, otherwise, the preliminary PRD approval shall expire.

C. Concurrent Applications. Unless an applicant for preliminary plat approval requests otherwise, a preliminary plat shall be processed simultaneously with a PRD, to the extent that procedural requirements allow simultaneous processing. If an applicant requests that a preliminary PRD application be processed prior to the time a preliminary plat application is submitted, the preliminary PRD application shall not be considered to be vested, i.e., such application shall not be considered under the subdivision, zoning or other land use control ordinances in effect at the time the fully completed application for a preliminary PRD has been submitted to the City.

D. Phasing. If a proposed PRD is to be developed in phases, the entire PRD shall be portrayed in the preliminary PRD application, and each phase shall individually receive final PRD approval within the time periods established in subsection 17.89.030(B).

E. Design Review. The applicant shall submit an application for design review approval concurrent with the preliminary PRD application.

Section 4. Section 17.89.040 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

17.89.040. Contents of Complete PRD application. ~~An application for approval of a PRD may be filed by a person having a legal interest in the property to be included in the PRD.~~

A. In addition to the applicable requirements of Section 19.02.002 GHMC, a complete application for preliminary PRD shall consist of the following

information:

1. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18;
2. The title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
3. A written description addressing the scope of the project, gross acreage, net buildable acreage calculations, the nature and size in gross floor area of each use, and the total amount of net buildable land in square feet to be covered by impervious surfaces;
4. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site, as well as adjacent parcels and uses;
5. A topographic map delineating contours, existing and proposed, at two foot intervals and which locates and classifies existing streams, marshes wetlands, steep slopes and other natural features and/or critical areas;
6. Plans drawn to a scale no smaller than one inch equals 30 feet showing the proposed location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas.
7. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights of way.
8. Utility, drainage and stormwater runoff plans;
9. A plan of all proposed landscaping including buffers and screening to be used as well as identification of areas of significant vegetation proposed to be retained;
10. A statement explaining how the proposed PRD is consistent with and implements the City of Gig Harbor Comprehensive Plan, the designation under the Comprehensive Plan, current zone classification, and desired zone classification;
11. A narrative describing how the proposed PRD provides substantial additional benefit to the citizens of the City of Gig Harbor (the benefit accruing as a result of implementation of the PRD process as opposed to following the development standards of the underlying zone) and how it is proposed the additional amenities and benefits should apply to the percentage of additional density and/or height, being requested; and
12. A map of the area, with area proposed for rezone outlined in red.
13. Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County Auditors Office.

B. In addition to the applicable requirements of GHMC Title 19.02.002, a complete application for final PRD approval shall consist of the following information:

- 1) Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County Auditors Office.

[Note to Council: the Planning Commission changed its recommendation regarding Design Review. The Commission now recommends that design review approval be received prior to or concurrent with preliminary PRD approval. Therefore, one of the application materials suggested in the Commission's earlier draft has been deleted.]

Section 5. Section 17.89.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

~~17.89.050 Types of Uses Permitted. Relationship of this chapter to other ordinance provisions. The lot size, width, setbacks, building and development coverage, height limits and other dimensional requirements of the underlying use district may be superseded. A. Platting Requirements. 1. when any parcel of land in a PRD is intended for sale or individual ownership, the platting requirements of the Gig Harbor subdivision ordinance and applicable state laws pertaining to subdivisions shall be followed. 2. Applications for plat approval should be submitted and processed concurrently with an application for PRD approval. B. Public hearing required. Prior to the approval of a PRD, the hearing examiner shall hold a public hearing in accordance with the procedures of chapter 17.10 GHMC.~~

The following uses are permitted in a PRD:

A. Those primary, accessory and conditional uses permitted in the underlying zoning district;

B. Other residential, and low impact retail uses may be located within the PRD, if a rezone application is submitted concurrently with the preliminary PRD application, and all of the following criteria are satisfied, in addition to the rezone criteria in chapter 17.100:

1. Such uses constitute 10 percent or less of the proposed project;
2. Such uses are an integral component of the planned residential development;
3. Such uses are compatible with any existing residential uses; and
4. Such uses are consistent with the Gig Harbor Comprehensive Plan.

Section 6. Section 17.89.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.89.060 Development and Design Standards. ~~Minimum site area. The minimum site area for a PRD shall be two acres.~~

A. The performance standards of the underlying zoning district may be varied in a PRD, subject to the criteria in this chapter, only as follows:

1. Lot Area and Lot Width: Lot area and width requirements may be reduced where the site plan is such that light, air and privacy are provided.
2. Setbacks: Structures located on the perimeter of the PRD shall be set back in accordance with the front yard setbacks of the underlying zone.

3. Impervious Surface Coverage: Impervious surface coverage of individual parcels may exceed the percentage of impervious surface coverage allowed in the underlying zone; provided, that overall impervious surface coverage of the PRD does not exceed the percentage permitted by the underlying zone.
 4. Height: Building height may exceed the maximum permitted by code provided, that the project design protects the views and privacy of properties inside and outside of the project but in no case shall the maximum height exceed 35 feet in R-1 and R-2 districts. Variances from the height limits as provided in the City Height Restriction Area Map, as adopted by chapter 17.62 GHMC, shall not be allowed. For perimeter buildings exceeding the maximum height of the underlying zone, the distance between such buildings and the perimeter of the PRD shall not be less than the front yard setback of the underlying zone plus five feet for each foot of excess height.
- B. The performance standards which may not be modified or altered in a PRD are:
1. Shoreline regulations when the property is located in an area under the jurisdiction of the Gig Harbor Shoreline Master Program;
 2. Standards pertaining to development in environmentally sensitive areas;
 3. Regulations pertaining to nonconforming uses;
 4. Standards pertaining to screening around outdoor storage areas;
 5. Total coverage by impervious surface coverage; and
 6. Height restrictions as identified on the adopted City of Gig Harbor Height Restriction Area Map and Shoreline Master Program.

Section 7. Section 17.89.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.89.070 Criteria for Approval of Preliminary PRD Application. Procedure for approval of a planned residential development. ~~A planned residential development is a Type III permit application for a preliminary plat approval and a Type IV permit application for a final plat approval. The following are the procedures for approval of a PRD project: A. The preliminary development plan shall be reviewed in accordance with the procedures of this chapter 17.89 GHMC, GHMC Title 16 and Title 19. The city shall not approve the PRD unless it is determined that the plan complies with the policies of the comprehensive plan, the requirements of this title, and the intent and provisions of this chapter. The city may develop terms and conditions of approval. The approved preliminary plan or subsequent revision thereto shall be binding as to the general intent and layout of roads, buildings, uses of land and open space. B. Within five years of the date of the preliminary development plan approval, the application shall submit a final development plan for the proposed development for approval by the city council. After finding that the final development plan has been completed in accordance with the provisions of the approved preliminary development plan, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be~~

completed, and that the interests of the city are fully protected, the city council shall approve the final development plan, included thereon. The final development plan shall consist of a final plat, binding site plan or any combination thereof. C. If a proposed PRD is to be developed in phases, the entire project shall be portrayed on the preliminary development plan, and each phase shall individually receive final development plan review.

A. Applicants for a preliminary PRD application shall demonstrate that, with the exception of the sections of the code from which the applicant intends to vary (as allowed by Section 17.89.060), the proposed PRD satisfies all applicable code requirements, and is compatible with surrounding properties. In addition, applicants must make the following showing:

1. Landscaping and site plans showing the location of proposed open space or parks, road layout and proposed buffering of buildings, parking, integrated pedestrian circulation, loading and storage areas, all approved under the Design Review process;
2. Identification of unique characteristics of the subject property proposed to be retained and that how those characteristics qualify for gross floor area and/or height bonus under Section 17.90.090;
3. Identification of unique characteristics of the proposed use(s) how those characteristics qualify for gross floor area and/or height bonus;
4. The proposed schematic relationship and arrangement of buildings and open spaces as they relate to various uses within or adjacent to the PRD approved under the Design Review process;
5. Measures proposed to mitigate visual impact of the PRD upon the surrounding area and approved under the Design Review process;
6. Identification of any extraordinary public improvements proposed for acceptance of ownership by the City in connection with the planned development and that qualify for the gross floor area and/or height bonus under Section 17.90.090;
7. Identification of any unique natural features of the property proposed for acceptance of ownership by the City for preservation, and that qualify for the gross floor area and/or height bonus under Section 17.90.090;
8. Identification of any unique historic or cultural features of the property and surrounding neighborhood proposed for acceptance of ownership by the City for preservation and that qualify for gross floor area and/or height bonus; and
9. Identification of any proposed recreational opportunities in excess of those normally required of a subdivision and a description of how they qualify for gross floor area and/or height bonus.

B. In addition to the above, the PRD may only be approved if the City finds that all of the following criteria are satisfied:

[Note to Council: Subsection B above and Nos. 2 through 11 were added by the City Attorney. No 1 below was partially taken from the Planning Commission's

recommendation.]

1. The Director of Public Works and the decision maker finds that the site access, proposed on site circulation and off-street parking meets all Public Works standards and makes adequate provision for roads, streets, alleys and other public ways. Streets and sidewalks, existing and proposed, must be suitable and adequate to carry anticipated traffic within the proposed PRD and in the vicinity of the PRD.
2. The Director of Public Works and the decision maker finds that the PRD makes adequate provision for all public utilities, including, but not limited to, water, sewer and storm water drainage. Water, sewer and storm water facilities, existing and proposed must be suitable and adequate to provide service within the proposed PRD and in the vicinity of the PRD;
3. The PRD is consistent with the Comprehensive Plan;
4. The PRD accomplishes, by the use of permitted flexibility and variation in design, a development that is better than that resulting from traditional development. Net benefit to the City may be demonstrated by one or more of the following:
 - a. placement, type or reduced bulk of structures, or
 - b. interconnected usable open space, or
 - c. recreational facilities, or
 - d. other public facilities, or
 - e. conservation of natural features, or
 - f. aesthetic features and harmonious design, or
 - g. energy efficient site design or building features, and
5. The PRD results in no greater burden on present and projected public utilities and services than would result from traditional development;
6. The Fire Marshal and the decisionmaker finds that adequate provision has been made for fire protection;
7. The perimeter of the PRD is compatible with the existing land use or property that abuts or is directly across the street from the subject property. Compatibility includes but is not limited to size, scale, mass and architectural design;
8. At least one major circulation point is functionally connected to a public right-of-way;
9. Open space within the PRD is an integrated part of the project rather than an isolated element of the PRD;
10. The design is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity;
11. Each phase of the proposed PRD, as it is planned to be completed, contains the required parking spaces, open space, roads, recreation space, utilities and utility area and landscaping necessary for creating and sustaining a desirable and stable environment.

C. If the PRD requires a rezone(s), such rezone(s) shall be approved before the PRD is approved.

Section 8. Section 17.89.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.89.080 Criteria for Approval of final PRD Application. Preliminary approval—~~Contents of application. Each application for a preliminary development plan approval shall contain the following information: A. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18; B. the title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan; and of any authorized representative of the applicant; C. A written description addressing the scope of the project, the nature and size in gross floor area of each use, and the total amount of square feet to be covered by impervious surfaces; D. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site; E. A topographic map delineating contours, existing and proposed, at five foot intervals and which locates existing streams, marshes, steep slopes and other natural features; F. Site plans drawn to a scale no smaller than one inch equals 30 feet showing the location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas; G. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site and the size and location of all driveways, streets and roads, parking and loading areas, and existing and proposed pedestrian circulation system; H. A utility, drainage and stormwater runoff plan; I. A plot plan of all proposed landscaping including the types of plants and screening to be used.~~

A. Applicants for a final PRD application shall demonstrate that all of the following criteria have been satisfied:

1. All features and amenities identified in the preliminary PRD have been constructed and/or are retained or improved.
2. The City Public Works Director has documented that all conditions imposed on the preliminary PRD requiring Public Works Department approval have been constructed or improved to the satisfaction of the Director;
3. The City Fire Marshal has documented that all conditions imposed on the preliminary PRD requiring Fire Code approval have been constructed (or will be constructed pursuant to a subsequent permit) to the satisfaction of the Fire Marshal;
4. The City Planning Director has documented that all conditions imposed on the preliminary PRD requiring Planning Department approval have been constructed to the satisfaction of the Director;

5. Findings must be made that the preliminary PRD (and or preliminary plat) conforms to all terms of preliminary PRD approval, and that the PRD meets the requirements of this chapter and all other applicable codes and state laws.
- B. The applicant shall provide a bond or other financial assurance acceptable to the City Council to ensure that any improvements made in the common open space will be completed. The City shall release the bond or financial assurance when the improvements have been completed in accordance with the preliminary PRD.
- C. As a condition of approval of the final PRD, and before any permits are issued for the property, the applicant shall submit to the City any covenants, deeds and/or homeowners' association bylaws, or other documents guaranteeing maintenance, construction and common fee ownership, if applicable, of open space, community facilities, and all other commonly owned and operated property. These documents shall be reviewed and approved as to form by the City Attorney to ensure that they comply with the requirements of this chapter prior to final PRD approval. Such documents and conveyances shall be recorded with the County Auditor as a condition of any final PRD approval.

Section 9. Section 17.89.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.89.090 Roads. Development and design standards. In a PRD zone, the development and design standards are as follows: A. Lot area and width requirements may be reduced where the site plan is such that light, air and privacy are provided; B. Building and development coverage of individual parcels may exceed the percentage permitted by the underlying zone; provided, that overall coverage of the project does not exceed the percentage permitted by the underlying zone; C. Building height may exceed the maximum permitted by ordinance, provided that the project design protects the views and privacy of properties inside and outside of the project but in no case shall the maximum height exceed 35 feet in R-1 and R-2 districts. D. Structures located on the perimeter of the PRD shall be set back in accordance with the front yard setbacks of the underlying zone. E. For perimeter buildings exceeding the maximum height of the underlying zone, the distance between such buildings and the perimeter of the PRD shall not be less than the front yard setback of the underlying zone plus five feet for each foot of excess height. All roads shall be consistent with the adopted policies and standards of the City of Gig Harbor Public Works Construction Standards for public roads.

Section 10. Section 17.90.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.89.100 Density Bonus. ~~Increases in density over that permitted in the underlying zone are permitted as follows:~~

The density may be increased in a PRD over that permitted in the underlying zone but only if: (1) consistent with the underlying comprehensive plan designation for the property; and (2) the density increase will not exceed 30 percent over the density allowed in the underlying zone. Density calculations shall be based on net buildable land. Density bonuses may be allowed only as follows:

~~A. Provisions for Open Space: as identified in~~

- ~~1. Satisfaction of the standards in Section 17.89.110 for open space; AND~~
- ~~2. Provision of open space exceeding at least thirty percent (30%) of the minimum required by the Design Review Manual: 10 percent increase;~~

~~B. Preservation of Natural Features. Preservation of a desirable natural feature that would not otherwise be preserved such as, but not limited to: an unregulated wetland, stream corridor, unique geological feature, substantial over story vegetation, and which would not otherwise be preserved etc.: 10 percent increase;~~

~~C. Preservation of Scenic Vistas: Preservation of a scenic vista corridor(s) within and off-site: 10 percent increase;~~

~~D. Unique landscaping throughout the project site: 10 percent;~~

~~E. Additional open space, one percent increase in density for each one percent increase in open space over the minimum required.~~

~~F. The total, allowable maximum density increase shall not exceed 30 percent.~~

~~D. Design of storm water treatment system as amenity: A stormwater treatment (retention/detention) facility is also designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public. 10 percent increase.~~

Section 11, Section 17.89.110 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

17.89.110 Open space.

~~In a PRD zone, open space requirements are as follows: A. Common open space shall comprise at least 30 percent of the gross area of the PRD, and shall be used as a recreational, park or environmental amenity for collective enjoyment by occupants of the development. Common open space shall not include public or private streets, driveways, parking areas or the required yards for buildings or structures; provided, however, that up to 30 percent of the required open space may be composed of open space on contiguous privately owned properties reserved by easement or covenant to assure that the open space will be permanent.~~

~~B. Common open space areas may not be computed to include any submerged lands. C. At least 50 percent of the common open space area must be usable for~~

~~active or passive recreation, and which is also not utilized as a utility~~

~~improvement or structure. D. Common open space may contain such structures~~

~~and improvements as are necessary and appropriate for the out-of-doors~~

~~enjoyment of the residents of the PRD. E. The developer shall provide a bond or~~

~~other financial assurance acceptable to the City Council that any improvements made in the common open space will be completed. The City shall release the bond or other assurance when the improvements have been completed in accordance with the development plan. F. Before approval of the final development plan may be granted, the developer shall submit to the city covenants, deeds and/or homeowner's association bylaws and other documents guaranteeing maintenance, construction and common fee ownership, if applicable, of open space, community facilities, private roads and drives, and all other commonly owned and operated property. These documents shall be reviewed and approved by the city attorney to insure that they comply with the requirements of this chapter prior to approval of the final development plan by the city. Such documents and conveyances shall be recorded with the county auditor as a condition of any final development plan approval. G. All common open space shall be landscaped in accordance with the landscaping plan submitted by the applicant and approved by the city. Natural landscape features which are to be preserved, such as existing trees, drainage ways, etc., may be accepted as part of the landscaping plan.~~

In order to be approved, a preliminary PRD application must demonstrate that all of the following performance standards are satisfied:

A. Common open space shall comprise at least 30 percent of the gross area of the PRD, and shall be used as a recreational, park or environmental amenity for collective enjoyment by occupants of the development. Common open space shall not include public or private streets, driveways, parking areas or the required yards for buildings or structures: provided, however, that up to 30 percent of the required open space may be composed of open space on contiguous privately owned properties reserved by easement or covenant to assure that the open space will be permanent.

B. Common open space areas may not be computed to include any submerged lands.

C. At least 50 percent of the common open space area must be usable for active or passive recreation, and which is also not utilized as a utility improvement or structure.

D. Common open space may contain such structures and improvements as are necessary and appropriate for the out-of-doors enjoyment of the residents of the PRD.

Section 12 . Section 17.89.120 of the Gig Harbor Municipal Code is hereby repealed.

Section 13 . Section 17.89.130 of the Gig Harbor Municipal Code is hereby renumbered to 17.89.120 and amended to read as follows:

17.89.130 Minor and major amendments of the final PRD. Plan.

~~A. Minor amendments are a Type I permit application and may be made and approved when a building permit is issued. Any such alteration must be approved by the planning director.~~

A. Minor amendments.

1. A minor amendment to the final PRD is a Type I permit application and shall be processed as provided in Title 19 GHMC.

2. Minor amendments are those which may affect the precise dimensions or siting of building (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the final PRD, nor the density of the development or the amount and quality of open space and landscaping.

3. In addition to the permit application requirements set forth in GHMC Section 19.02.002, a complete application for a minor amendment shall consist of the following:

a. All plan sheets or pages, or document sheets or pages to which reflect changes proposed, or that are affected by such changes.

B. Major amendments.

1. Major amendments are Type IIIB permit applications and shall be processed in accordance with GHMC Title 19.

2. Major amendments are those which substantially change the character, basic design, density, open space or other requirements and conditions of the site plan.

3. In addition to the permit application requirements set forth in GHMC Section 19.02.002, a complete application for a major amendment shall consist of the following:

a. A complete application packet as required under chapter 17.96.050.

b. A complete application packet as required by chapter 17.98.040 and the Design Manual.

c. An amended environmental checklist, and addendums to all environmental documents affected by the proposed change including the traffic impact analysis.

C. Concurrent processing of applications. A minor PRD application may be processed concurrent with a building permit application. If an application for a major amendment is submitted, no building or other permit associated with such major PRD amendment shall issue until all review proceedings required under GHMC Title 19 for a major PRD amendment are completed and all necessary approvals obtained.

~~When a change constitutes a major amendment, no building or other permit shall be issued until such review proceedings required by GHMC Title 19 are completed.~~

Section 14 . Section 17.89.140 of the Gig Harbor Municipal Code is hereby repealed.

Section 15 . 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 16 . 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 _____, 2000.

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 _____, 2000, 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 REGULATIONS RELATING TO PLANNED RESIDENTIAL DEVELOPMENTS, DESCRIBING THE CONTENTS OF A COMPLETE APPLICATION FOR A PRELIMINARY AND FINAL PRD, MAJOR AND MINOR PRD AMENDMENTS, SETTING FORTH THE CRITERIA FOR APPROVAL AND THE PERFORMANCE STANDARDS, AMENDING SECTIONS 17.89.010, 17.89.020, 17.89.030, 17.89.040, 17.89.050, 17.89.060, 17.89.070, 17.89.080, 17.89.090, 17.89.100, 17.89.110, AND 17.89.130, AND REPEALING SECTION 17.89.120 OF THE GIG HARBOR MUNICIPAL CODE.

[INSERT TITLE]

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

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

MOLLY TOWSLEE, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE REGULATIONS RELATING TO PLANNED UNIT DEVELOPMENTS, DESCRIBING THE CONTENTS OF A COMPLETE APPLICATION FOR PRELIMINARY PUDS, FINAL PUDS, MAJOR AND MINOR AMENDMENTS TO PUDS, SETTING FORTH THE CRITERIA FOR APPROVAL AND THE PERFORMANCE STANDARDS, AMENDING SECTION 17.90.010, 17.90.020, 17.90.030, 17.90.040, 17.90.050, 17.90.060, 17.90.070, 17.90.080 AND ADDING NEW SECTIONS 17.90.090, 17.90.100, 17.90.110 AND 17.90.120 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Gig Harbor City Council imposed a moratorium on the submission of planned unit development applications; and

WHEREAS, the City Council directed the Planning Commission to provide a recommendation regarding the City's regulations for planned unit developments; and

WHEREAS, the Planning Commission held hearings on the planned unit development regulations on July 26, 2000 and August 2, 2000 ; and

WHEREAS, the Planning Commission recommended that the City Council amend the regulations for planned unit developments as set forth in this Ordinance; and

WHEREAS, the City's SEPA Responsible Official issued a determination of nonsignificance (DNS) relating to the adoption of this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of December 11, 2000, after a public hearing; Now, Therefore,

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

Section 1. Section 17.90.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.90.010 Intent of the Planned Unit Development Zone ("PUD").

The intent of planned unit developments is to allow greater flexibility in the design of a development, more variety and diversification in the relationships between buildings, open spaces and uses, and to encourage the conservation and retention of historical and natural topographic features while meeting the goals, policies and objectives of the comprehensive plan. To accomplish this purpose, the underlying district regulations such as, but not limited to, minimum yards, density, uses and height and bulk of buildings may be varied, provided however, such variances shall not compromise the overall intent of the comprehensive plan nor significantly impact existing uses or create adverse environmental effects. A planned unit development may be allowed in any district. The intent of the PUD zone is to allow opportunity or more creative and imaginative commercial and business projects than generally possible under strict application of the zoning regulations in order that such projects may provide substantial additional benefit to the community. It is further intended to preserve unique or sensitive physical features, such as steep slopes, views, retention of natural vegetation and to provide more open space and recreational amenities than would be available under conventional land development practices. Additionally, it is intended to promote more economical and efficient use of land and a unified design concept for commercial and business development.

Section 2. Section 17.90.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.90.020 Where PUDs are Permitted and Acceptable Parcel Characteristics.

Approval of planned development. The city shall approve, approve with conditions, or disapprove proposed planned unit developments subject to the provisions of this chapter.

A. PUDs may be permitted in all districts zoned commercial and business.

B. In the Waterfront Commercial (WC), Downtown Business (DB), Residential Business I (RB- 1), and in adjacent zones, careful transition with existing development located at the perimeters of the zone must be provided.

C. PUDs shall not be allowed on any parcels less than two acres in size, excluding tidelands, unless one of the following findings are made, in addition to the criteria for preliminary PUD approval in this chapter:

1. An unusual physical, natural resource or topographical feature of importance exists on the site or in the neighborhood which can be conserved and still leave the applicant reasonable use of the land by the use of a PUD; or

2. The property or its neighborhood has a historical character of importance to the community that will be protected by use of a PUD.

[Note to Council: See GHMC 17.90.030 below for former language.]

Section 3. Section 17.90.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.90.030 Permit Application Procedures. ~~Parcel characteristics. Planned unit developments shall be limited to a minimum site area of two acres. No planned unit development application shall be made for an area of less than two acres unless the city makes the following findings: A. An unusual physical, natural resource or topographical feature of importance exists on the site or in the neighborhood which can be conserved and still leave the applicant equivalent use of the land by the use of a planned unit development; B. The property or its neighborhood has a historical character of importance to the community that will be protected by use of a planned unit development; or C. The property is adjacent to or across the street from property which has been developed or redeveloped under a planned unit development, and a planned unit development will contribute to the maintenance of the amenities and values of the neighboring planned unit development.~~

A. Type of Permit. A preliminary PUD application shall be processed according to the procedures set forth in Title 19 for Title IIIB project permit applications. Final PUD applications shall be processed according to the procedures in Title 19 for Type IV project permit applications.

B. Expiration of PUD. Within five (5) years of the date of the preliminary PUD approval, an application shall be submitted for final PUD approval, otherwise, the preliminary PUD approval shall expire.

[Note to Council: Consider inclusion here of language stricken from GHMC 17.90.080, which would read: "Construction on the project must commence within twelve (12) months from the date of the final approval; otherwise, preliminary PUD approval becomes null and void.]

C. Concurrent Applications. Unless an applicant for preliminary plat approval requests otherwise, a preliminary plat shall be processed simultaneously with a PUD, to the extent that procedural requirements allow simultaneous processing. If an applicant requests that a preliminary PUD be processed prior to the time a preliminary plat application is submitted, the preliminary PUD application shall not be considered to be vested, i.e., such application shall not be considered under the subdivision, zoning or other land use control ordinances in effect at the time the fully completed application for a preliminary PUD has been submitted to the City.

D. Phasing. If a proposed PUD is to be developed in phases, the entire PUD shall be portrayed in the preliminary PUD application, and each phase shall individually receive final PUD approval within the time periods established in subsection 17.90.030(B).

E. Design Review. The applicant shall submit an application for design review approval concurrent with the preliminary PUD application.

Section 4. Section 17.90.040 of the Gig Harbor Municipal Code shall be amended to read as follows:

17.90.040 Contents of a Complete Preliminary PUD Application.

~~Requirements. The use of a planned unit development shall be as follows: A. All roads shall be public roads and the configuration and design of such facilities shall be consistent with the adopted policies and standards of the City of Gig Harbor Public Works construction standards. Private roads within the PUD may be approved by the City if the following criteria are met: 1. Physical limitations of the site preclude the possibility of future linkage with existing public roads or proposed public roads which are a part of the city's adopted road or transportation plan; 2. The proposed street design, pedestrian access and layout represents a superior design which meets the objectives of the public works standards; 3. A direct and tangible benefit will accrue from the proposed street design. B. All provisions of vehicle parking shall be in designated parking areas.~~

[Note to Council: Compare above language with new GHMC 17.90.110 of this draft Ordinance.]

~~C. Uses at variance with the underlying district shall be compatible with, and no more detrimental than, those uses specifically listed for a district.~~

~~D. No open area may be accepted as common open space within a planned unit development unless it meets the following requirements: 1. The location, size and character of the common open space is suitable for the planned unit development; 2. The common open space is for preservation of natural flora and fauna, amenity or recreational purposes, and the uses authorized are appropriate to the scale and character of the planned unit development, considering its size, density, expected population, topography and number and type of dwellings provided; 3. Common open space will be suitably improved for its intended use, except that common open space containing natural features worthy of preservation may be left unimproved. The buildings, structures and improvements to be permitted in the common open space are those appropriate to the uses which are authorized for the common open space. 4. Land shown in the final development plan as common open space, and landscaping and/or plantings contained therein, shall be permanently maintained by and conveyed to one of the following: a. An association of owners shall be formed and continued for the purpose of maintaining the common open space. The association shall be created as an association of owners under the laws of the state of Washington and shall adopt proposed articles of incorporation or association and bylaws, and adopt and improve a declaration of covenants and restrictions on the common open space that are acceptable to the city in providing for the continuing care of the space. No common open space may be put to a use not specified in the final development plan unless the final development plan is first amended to permit the use. No change of use may be considered as a waiver of any of the covenants limiting the use of common open space areas, and all rights to enforce these covenants against any use are expressly reserved to the City as well as the owners. B. A public agency which agrees to maintain the common open space and any buildings or structures or other improvements which have been placed on it.~~

[Note to Council: Compare above language relating to open space requirements with GHMC 17.90.100 below.]

A. In addition to the applicable requirements of GHMC Section 19.02.002, complete application for preliminary PUD approval shall consist of the following information:

1. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18;
2. The title and location of the proposed development, together with the names, addresses and telephone, numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone

number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

3. A written description addressing the scope of the project, gross acreage, net buildable acreage calculations, the nature and size in gross floor area of each use, and the total amount of net buildable land in square feet to be covered by impervious surfaces;

4. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site, as well as adjacent parcels and uses;

5. A topographic map delineating contours, existing and proposed, at two foot intervals and which locates and classifies existing streams, wetlands, steep slopes and other natural features and/or critical areas;

6. Plans drawn to a scale no smaller than one inch equals 30 feet showing the proposed general location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas.

7. A circulation plan drawn to a scale acceptable to the Public Works Director illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights of way.

8. A general schematic layout for utility, drainage and stormwater runoff plans;

9. A plan of all proposed landscaping including buffers and screening to be used as well as identification of areas of significant vegetation proposed to be retained;

10. A statement explaining how the proposed plan is consistent with and implements the City of Gig Harbor Comprehensive Plan, the designation under the Comprehensive Plan, current zone classification, and desired zone classification;

11. A narrative describing how the proposal provides substantial additional benefit to the citizens of the City of Gig Harbor (the benefit accruing as a result of implementation of the PUD process as opposed to following the development standards of the underlying zone), and how it is proposed the additional amenities

and benefits should apply to the percentage of additional density or gross floor area, or additional height being requested;

12. A map of the area, with the area proposed for any rezone outlined in red; and

13. Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County Auditor's Office.

B. In addition to the applicable requirements of GHMC Section 19.02.002, a complete application for final PUD approval shall consist of the following information:

1. Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County Auditor's Office.

[Note to Council: the Planning Commission changed its recommendation regarding Design Review. The Commission now recommends that design review approval be received prior to or concurrent with preliminary PUD approval. Therefore, one of the application materials suggested in the Commission's earlier draft has been deleted. Also, the Planning Commission recommended that materials be submitted as required under 17.98.050, which appears to be a typo.]

Section 5. Gig Harbor Municipal Code Section 17.90.050 is hereby amended to read as follows:

17.90.050. Types of Uses Permitted. Findings. ~~In approving the preliminary development plans, conditionally or otherwise, the hearing examiner shall first find that all of the following conditions exist: A. that the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features necessary to insure compatibility with and not inconsistent with the underlying district; B. That the site for the proposed use relates to streets, adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal; C. That the proposed use will have no significant adverse effect on existing uses or permitted uses; D. That the establishment, maintenance and/or conducting of the uses for which the development plan review is sought will not, under the circumstances of the particular case, be detrimental to the public welfare,~~

injurious to the environment, nor shall the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.

[Note to Council: Review the above criteria for approving the preliminary PUD with the criteria in GHMC 17.90.070 below.]

The following uses are permitted in a PUD:

A. Those primary, accessory and conditional uses permitted in the underlying zoning district;

B. Other commercial, business and residential uses may be located within the PUD, if a rezone application is submitted concurrently with the preliminary PUD application, and all of the following criteria are satisfied, in addition to the rezone criteria in chapter 17.100;

1. Such uses constitute ten (10) percent or less of the proposed project;
2. Such uses are an integral component of the planned unit development;
3. Such uses are compatible with any existing uses; and
4. Such uses are consistent with the Gig Harbor Comprehensive Plan for not only the use, but also any other element covered by the Comprehensive Plan, such as water, sewer and transportation facilities.

Section 6. Section 17.90.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.90.060 Development and Design Standards. ~~The following information shall be submitted for review as a Type II application: 1. Environmental checklist or environmental impact statement, if required; 2. Twelve copies of a site plan drawn to scale and dimensioned, showing the existing topography at five foot contour intervals, the proposed layout of structures, off street parking and loading areas, landscape areas, pedestrian walks, driveways, ornamental lighting, screening, fences and walls; 3. Twelve copies of a landscape plan drawn to scale and dimensioned, showing the location of proposed landscape areas together with varieties and size of plant materials to be used, together with the method of maintenance. Also, other landscape features such as screening, fences, lighting and signing shall be indicated; 4. copies of architectural drawings or sketches drawn to scale, including floor plan and elevation indicating types of materials and colors to be used may be required; 5. A schedule showing the proposed time and sequence within which the applications for final approval of all chapters of the planned unit development are intended to be filed. B. within five years following the approval of the development plan, the applicant shall file with the city a final development plan containing in final form the information required in the preliminary plan. The city may extend the period up to a maximum of one year. If the city finds that the final development plan is consistent with the~~

~~preliminary development plan approval, and that all conditions of the preliminary development plan approval have been satisfied, it may approve the final development plan in total or in phases. C. In conditioning the approval of any planned unit development, the city may require adequate guarantees of compliance with the final development plan, all as approved as to form by the City attorney. Such guarantee may be in a performance bond or other form of security in an amount sufficient to assure compliance, and may provide that such security be reduced as stages of construction are completed. In addition to the above, the City may, in the event of the applicant's failure to perform under the guarantees or other security, take steps necessary to ensure compliance, including the city's performance of the construction and/or maintenance at the applicant's cost in any manner provided by law.~~

A. The following performance standards of the underlying zoning district may be varied, subject to the criteria in this chapter, only as follows:

1. Lot area and Lot width: Lot area and lot width requirements may be reduced where the site plan is such that light, air and privacy are provided to the units in the PUD.
2. Setbacks: Structures located on the perimeter of the PUD shall be set back in accordance with the front yard setbacks of the underlying zoning district.
3. Impervious Surface Coverage: Impervious surface coverage of individual parcels may exceed the percentage of impervious surface coverage allowed in the underlying zone; provided, that overall impervious surface coverage of the PUD does not exceed the percentage permitted by the underlying zoning district.
4. Height: Building height may exceed the maximum permitted by code provided, that the design protects the views and privacy of properties inside and outside of the project, but in no case shall the maximum height exceed 45 feet, except that in B-2 and C-1 zones the height shall not exceed 60 feet for peaked roof buildings and 45 feet for buildings with flat roofs. Variances from the City Height Restriction Area Map, as adopted by chapter 17.62 GHMC, shall not be allowed. For perimeter buildings exceeding the maximum height of the underlying zone, the distance between such buildings and the perimeter of the PUD shall not be less than the front yard setback of the underlying zone plus five feet for each foot of excess height;
5. Gross Floor Area: The gross floor area in the underlying zone may be exceeded as provided in GHMC 17.90.090, as long as all of the criteria set forth in that section are satisfied.

B. The performance standards which may not be modified or altered in a PUD are:

1. Shoreline regulations when the property is located in an area under the jurisdiction of the Gig Harbor Shoreline Master Program;
2. Standards pertaining to development in environmentally sensitive areas;
3. Regulations pertaining to nonconforming uses;
4. Standards pertaining to screening around outdoor storage areas;

5. Total coverage by impervious surfaces;
6. Height restrictions as identified on the adopted City of Gig Harbor Height Restriction Area Map and Shoreline Master Program.

Section 7. Section 17.90.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.90.070 Criteria for Approval of Preliminary PUD Application.

~~Amendments to a planned unit development. Amendments to a planned unit development may be authorized as follows: A. Minor amendments are Type I permit applications and shall be processed as established under GHMC Title 19 and may be made and approved when a building permit is issued. Any such alteration must be approved by the planning director. Minor adjustments are those which may affect the precise dimensions or siting of buildings (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the plan, nor the density of the development or the amount and quality of open space and landscaping. Such dimensional adjustments shall not vary more than five percent from the original. B. Major amendments are Type III permit applications and shall be processed as established under Title 19 GHMC. Major amendments are those which substantially change the character, basic site design, density, open space or other requirements and conditions of the final plan. When a change constitutes a major amendment, no building or other permit shall be issued without prior review and approval of the City of such amendment.~~

[Note to Council: the above language has been retained in substantial part, and moved to Section 17.90.120 below.]

A. Applicants for a preliminary PUD application shall demonstrate that, with the exception of the sections of the code from which the applicant intends to vary (as allowed by Section 17.90.060(A), the proposed PUD is able to satisfy all of the applicable code requirements, and is compatible with the surrounding properties. In addition, applicants must make the following showing:

1. Landscaping and site plans showing the location of proposed open space or parks, road layout and proposed buffering of buildings, parking, integrated pedestrian circulation, loading and storage areas, all approved under the Design Review process;
2. Identification of unique characteristics of the subject property proposed to be retained and how those characteristics qualify for gross floor area and/or height bonus under Section 17.90.090;
3. Identification of unique characteristics of the proposed use(s) that qualify for gross floor area and/or height bonus under Section 17.90.090;
4. The proposed relationship and arrangement of buildings and open spaces as

they relate to various uses within or adjacent to the PUD as approved through the Design Review process;

5. Measures proposed to mitigate visual impact of the PUD upon the surrounding area approved through the Design Review process;

6. Identification of any extraordinary public improvements proposed for acceptance of ownership by the City in connection with the planned development and that qualify for the gross floor area and/or height bonus under Section 17.90.090;

7. Identification of any unique natural features of the property proposed for acceptance of ownership by the City for preservation, and that qualify for the gross floor area and/or height bonus under Section 17.90.090;

8. Identification of any proposed recreational opportunities in excess of those normally required of a subdivision and that qualify for the gross floor area and/or height bonus under Section 17.90.090.

B. In addition to the above, the PUD may only be approved if the City finds that all of the following criteria are satisfied:

[Note to Council: Subsection B was added by the staff or City Attorney. Subsection A was partially taken from the Planning Commission's recommendation.]

1. The Director of Public Works and the decision maker finds that the site access, proposed on-site circulation and off-street parking meets all Public Works standards and makes adequate provision for roads, streets, alleys and other public ways. Streets and sidewalks, existing and proposed, are suitable and adequate to carry anticipated traffic within the proposed PUD and in the vicinity of the PUD;

2. The Director of Public Works and the decision maker finds that the PUD makes adequate provision for all public utilities, including, but not limited to, water, sewer, and storm water drainage. Water, sewer and storm water facilities, existing and proposed, are suitable and adequate to provide service within the proposed PUD and in the vicinity of the PUD;

3. The PUD is consistent with the Comprehensive Plan;

4. The Planned Unit Development accomplishes, by the use of permitted flexibility and variation in design, a development that is better than that resulting from traditional development. Net benefit to the City may be demonstrated by one or more of the following:

- a. placement, type or reduced bulk of structures, or
- b. interconnected usable open space, or
- c. recreational facilities, or
- d. other public facilities, or

- e. conservation of natural features, or
- f. aesthetic features and harmonious design, or
- g. energy efficient site design or building features, and

5. The PUD results in no greater burden on present and projected public utilities and services than would result from traditional development;

6. The Fire Marshal provides assurance that adequate provision has been made for fire protection;

7. The perimeter of the PUD is compatible with the existing land use or property that abuts or is directly across the street from the subject property. Compatibility includes but is not limited to size, scale, mass and architectural design;

8. At least one major circulation point is functionally connected to a public right-of-way;

9. Open space within the PUD is an integrated part of the project rather than an isolated element of the project;

10. The design is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity;

11. Each phase of the proposed PUD, as it is planned to be completed, contains the required parking spaces, open space, recreation space, landscaping and utility area necessary for creating and sustaining a desirable and stable environment.

[Note to Council: most of the prior criteria for approval of a PUD are stricken in Section 17.90.050 below.]

B. If the PUD requires a rezone(s), such rezone(s) shall be approved before any action is taken on the preliminary PUD application.

Section 8. Section 17.90.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.90.080 Criteria for Approval of Final PUD Application. ~~Duration of approval. Construction on the project must commence within 12 months from the date of the final approval; otherwise, the approval of the application becomes null and void.~~

A. Applicants for a final PUD application shall demonstrate that all of the following criteria have been satisfied:

1. All features and amenities approved in the preliminary PUD have been constructed, or a bond has been posted for such construction;

2. The City Public Works Director has documented that all conditions imposed on the preliminary PUD requiring Public Works Department approval have been constructed to the satisfaction of the Director;

3. The City Fire Marshal has documented that all conditions imposed on the preliminary PUD requiring Fire Code approval have been constructed (or will be constructed pursuant to a subsequent permit) to the satisfaction of the Fire Marshal;

4. The City Planning Director has documented that all conditions imposed on the preliminary PUD requiring Planning Department approval have been constructed to the satisfaction of the Director;

5. Findings must be made that the preliminary PUD (and/or preliminary plat or binding site plan) conforms to all terms of preliminary PUD approval, that the PUD meets the requirements of this chapter and all other applicable codes and state laws.

B. The applicant shall provide a bond or other financial assurance acceptable to the City Council to ensure that any improvements made in the common open space will be completed. The City shall release the bond or financial assurance when the improvements have been completed in accordance with the development plan.

C. As a condition of approval of the final PUD, and before any permits are issued for the property, the applicant shall submit to the City any covenants, deeds, and/or homeowners' association bylaws, or other documents guaranteeing maintenance, construction and common fee ownership, if applicable, of open space, community facilities, and all other commonly owned and operated property. These documents shall be reviewed and approved as to form by the City Attorney to ensure that they comply with the requirements of this chapter prior to final PUD approval. Such documents and conveyances shall be recorded with the County Auditor as a condition of any final PUD approval.

Section 8. A new section 17.90.090 is hereby added to the Gig Harbor Municipal Code,

which shall read as follows:

17.90.090 Maximum gross floor area bonus.

The maximum gross floor area of the PUD may be increased over that permitted in the underlying zone as provided in this section, but only if: (1) consistent with the underlying comprehensive plan designation for the property; and (2) the increase will not exceed twenty-five (25) percent additional gross floor area, over that

allowed in the underlying zone, except in General Business District (B-2) it shall be up to thirty-five (35) percent, and in Commercial District (C-1) it shall be thirty (30) percent. Such calculations shall be based on net buildable land. The maximum gross floor area bonus may only be allowed if the applicant demonstrates the following:

A. Open Space.

Open space must satisfy the standards in Section 17.90.110 for open space in order to be eligible for a density bonus.

- 1) Provision of open space exceeding by at least thirty percent (30%) the minimum required under the Design Review Manual: ten percent (10%) increase;
- 2) Preservation of Natural Features. Preservation of a desirable natural feature that would not otherwise be preserved such as, but not limited to: an unregulated wetland, stream corridor, unique geological feature, substantial over story vegetation and which would not otherwise be preserved, etc.: ten percent (10%) increase;
- 3) Preservation of Scenic Vistas: Preservation of a scenic vista corridor(s) on-site and off-site: ten percent (10%) increase;
- 4) Provision of a Desirable Urban Amenity: Provision of an urban amenity that complements the proposed development and that exceed the requirements of the Design Manual for common space or plazas. Such amenity may include such things as a play area, public transit amenities, public restrooms, fountains or other comparable amenities identified by the applicant and city staff: ten percent (10%) increase;
- 5) Design of a storm water treatment system as an amenity: A stormwater treatment (retention/detention) facility that is also designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public: ten percent (10%) increase.

Section 10. A new section 17.90.100 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.90.100 Open Space. In order to qualify for a height or gross floor area bonus/increase, the applicant must demonstrate that all of the following open space performance standards are satisfied:

A. Common open space shall not include public streets, private streets, driveways, parking areas or the required yards for buildings or structures; provided however, that up to thirty percent (30%) of the open space may be composed of open space on contiguous privately owned properties reserved by

easement or covenant to assure that the open space will be permanent.

B. Common open space areas may not be computed to include any submerged lands.

C. At least fifty percent (50%) of the common open space must be usable for active or passive recreation, and which is also not utilized as a utility improvement or structure.

D. Common open space may contain such structures and improvements as are necessary and appropriate for the out-of-doors enjoyment of the residents of the PUD.

Section 11. A new section 17.90.110 is hereby added to the Gig Harbor Municipal Code,

which shall read as follows:

17.90.110 Roads. All roads in a PUD shall be consistent with the adopted policies and standards of the City of Gig Harbor Public Works Construction Standards for public roads.

Section 12. A new section 17.90.120 is hereby added to the Gig Harbor Municipal Code,

which shall read as follows:

17.90.120 Minor and Major Amendments of the Final PUD.

A. Minor amendments.

1. A minor amendment to the final PUD is a Type I permit application, and shall be processed as provided in Title 19 GHMC.

2. Minor amendments are those which may affect the precise dimensions or siting of buildings (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the final PUD, nor the density of the development or the amount and quality of open space and landscaping.

3. In addition to the permit application requirements set forth in GHMC Section 19.02.002, a complete application for a minor amendment shall consist of the All plan sheets or pages, or document sheets or pages to which reflect changes proposed, or that are affected by such changes.

B. Major amendments.

1. A major amendment to the final PUD is a Type IIIB permit application, and shall be processed as provided in Title 19 GHMC.

2. Major amendments are those which substantially change the character, basic design, density, open space or other requirements and conditions of the final PUD and site plan.

3. In addition to the permit application requirements set forth in GHMC Section 19.02.002, a complete application for a major amendment shall consist of the following:

- a. A complete application packet as required under chapter 17.96.050.
- b. A complete application packet as required by chapter 17.98.040 and the Design Manual.
- c. An amended environmental checklist, and addendums to all environmental documents affected by the proposed change including the traffic impact analysis.

C. Concurrent processing of applications. A minor PUD amendment application may be processed concurrent with a building permit application. If an application for a major amendment is submitted, no building or other permit associated with such major PUD amendment shall issue until all review proceedings required under GHMC Title 19 for the major PUD amendment are completed and all necessary approvals obtained.

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.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this __th day of _____, 2000.

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 _____, 2000, 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 REGULATIONS RELATING TO PLANNED UNIT DEVELOPMENTS, DESCRIBING THE CONTENTS OF A COMPLETE APPLICATION FOR PRELIMINARY PUDS, FINAL PUDS, MAJOR AND MINOR AMENDMENTS TO PUDS, SETTING FORTH THE CRITERIA FOR APPROVAL AND THE PERFORMANCE STANDARDS, AMENDING SECTION 17.90.010, 17.90.020, 17.90.030, 17.90.040, 17.90.050, 17.90.060, 17.90.070, 17.90.080 AND ADDING NEW SECTIONS 17.90.090, 17.90.100, 17.90. 110 AND 17.90.120 TO THE GIG HARBOR MUNICIPAL CODE.

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

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

MOLLY TOWSLEE, CITY CLERK

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROJECT PERMIT PROCESSING, ADOPTING A NEW PROCEDURE FOR OPEN RECORD PUBLIC HEARINGS ON PRELIMINARY PLATS, PRELIMINARY PLANNED UNIT DEVELOPMENTS, AND PRELIMINARY PLANNED RESIDENTIAL DEVELOPMENTS, AMENDING SECTION 19.01.003 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City's project permit processing procedures currently provide that the open public record public hearing on preliminary plats, preliminary planned unit developments and preliminary planned residential developments is held by the Hearing Examiner; and

WHEREAS, the City's project permit processing procedures currently provide that the Examiner's decision is final, but may be appealed to the City Council; and

WHEREAS, the City Council desires to change the current permit processing procedure so that the open public record public hearing on these project permit applications is held by the City Council; and

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

WHEREAS, the City Planning Commission held a public hearing to consider this Ordinance on July 26, 2000 and August 2, 2000 and recommended that the City Council approve this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

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

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

Section 1. Section 19.01.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

A. Action Type.

	PROCEDURE FOR PROJECT PERMIT APPLICATIONS (TYPE I - IV)					LEGISLATIVE
	TYPE I	TYPE II	TYPE III-A	TYPE III-B	TYPE IV	TYPE V
Recommendation made by:	N/A	N/A	N/A	N/A	Planning Commission	
Final decision made by:	Director	Director	Hearing examiner	City Council	City Council	City Council
Notice of application:	No	No	Yes	Yes	Yes	No
Open record public hearing or open record appeal of a final decision:	No	Only if appealed, open record hearing before hearing examiner	Yes, before hearing examiner to render final decision	Yes, before City Council while renders final decision	No	Yes, before Planning Commission to make recommendation to Council.
Closed record appeal/ Final decision:	No	No	Only if appealed, then before Council	No	Yes, before Council to render final decision	Yes, or Council could hold its own hearing.
Judicial appeal:	Yes	Yes	Yes	Yes	Yes	Yes

B. Decisions.

TYPE I	TYPE II	TYPE III-A	TYPE III-B	TYPE IV	TYPE V
Permitted uses not requiring site plan review	Short plat	Preliminary plats ; plat vacations and alterations	<u>Preliminary Plats</u>	Final plats	Comp. plan amendments
Boundary line adjustments	Sign permits	Site plan/major amendments to site plans	Preliminary PRD/PUD	Final PRD/PUD	Development regulations
Minor amendments to PUD/PRD	Design review	CUP, general variances, sign permit variances, and site specific rezones			Zoning text amendments; area-wide zoning map amendments
Special use permits	Land clearing/grading	Shoreline substantial development, shoreline variance			Annexations
Temporary construction trailers	Revisions to shoreline management permits	PRD/PUD and major amendments to PRD and PUD			
	Administrative variances	Amendment to height restriction area map			
	Administrative interpretations	Mobile/manufactured home park or subdivision			

Section 2. 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 _____, 2000.

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 _____, 2000, 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 PROJECT PERMIT PROCESSING, ADOPTING A NEW PROCEDURE FOR OPEN RECORD PUBLIC HEARINGS ON PRELIMINARY PLATS, PRELIMINARY PLANNED UNIT DEVELOPMENTS, AND PRELIMINARY PLANNED RESIDENTIAL DEVELOPMENTS, AMENDING SECTION 19.01.003 OF THE GIG HARBOR MUNICIPAL CODE.

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

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

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: NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS - 62nd STREET COURT NW
DATE: DECEMBER 11, 2000

INFORMATION/BACKGROUND

The City has received a 'Notice of Intention to Commence Annexation Proceedings' from property owners of more than the required ten percent (10%) assessed valuation of four residential home sites located on 62nd Street Court NW (Attachment 1). The proponent's representative has also submitted a statement of interest for consideration (Attachment 2). The subject properties are located within the City's Urban Growth Area (UGA) and are adjacent and East of the existing City limits, which runs North/South along Soundview (Attachment 3). This request was distributed to the City Administrator, the Chief of Police, the Public Works Director and the Finance Director for review and comment.

POLICY CONSIDERATIONS

The Boundary Review Board is guided RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objective. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

RCW 36.93.180

Objectives of boundary review board.

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation involves four residential lots that were created through a short subdivision of a portion of the Plat of Shore Acres. Annexation of four lots out of the larger area of Shore Acres does not serve to preserve natural neighborhoods and communities.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation utilizes the boundaries of a four lot short subdivision and does not use physical boundaries, such as bodies of water, highways, and land contours.

(3) Creation and preservation of logical service areas;

Comment: The proposed annexation would create an irregular boundary and would not create or preserve logical service areas.

(4) Prevention of abnormally irregular boundaries;

Comment: The existing City limits run North/South along Soundview and the proposed annexation would create an abnormally irregular boundary (see attachment 3).

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

Comment: Not applicable with regards to this proposed annexation.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The proposed annexation is of unincorporated areas, which are suburban, not urban, in character (lot sizes ranging from 0.47 to 0.63 acres in size). While the Boundary Review Board has not defined urban, the Central Puget Sound Growth Management Hearings Board has defined urban as being a minimum of four dwelling units per acre (0.25 acres in size).

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: Not applicable with regards to the proposed annexation as it does not involve designated agricultural or rural lands.

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

FISCAL CONSIDERATIONS

62nd Street Court NW is presently a private road. Prior to annexation, the Public Works Department would need to conduct an inspection of the roadway and utilities to identify any possible upgrades that may be required. A more complete list of required improvements would be put together when the boundary of the annexation is known and a more complete engineering evaluation is performed. Prior to any annexation, the streets within Shore Acres would be required to upgrade to Public Works Standards.

The Shore Acres water system is not allowed to serve water (i.e. bill) to any current Shore Acres service area that is annexed to the City. Therefore, the any area within the Shore Acres water system annexed to City would be required to connect directly to the City water system, provide easements dedicated to the City for the water lines and install water meters. Additionally, if a larger area of Shore Acres were to be annexed, some of the existing water lines in the area would have to be upsized due to inadequate line size.

Consistent with the City's Sewer Comprehensive Plan, if a larger area of Shore Acres were to be annexed, the residents would have to construct sewer improvements totaling over 2.3 million dollars and each property owner would be required to connect to City sewer.

From a financial perspective, the annexation is not significant. Property tax revenue to the City would likely increase by \$1,500.00 per year and there would be a 33% decrease in revenue from City utility charges (sewer) to these properties. Staff's understanding is that City sewer and City water through an intertie, serves these four properties.

RECOMMENDATION

Given that the area proposed for annexation does not meet the objectives of the Boundary Review Board (RCW 36.93.180), staff is recommending that the City Council not accept this proposed annexation.

Alternatively, the Council may choose to geographically modify the boundaries of the proposed annexation. A more logical area for annexation would be the area generally considered to be Shore Acres (56th Street NW, North to Snug Harbor/Holly Bluff).

If such a course of action were to be pursued, staff would recommended that the Council direct staff to work with the annexation proponents in delineating a revised boundary. Once a revised boundary is agreed upon, the proponents could then submit a revised 'Notice of Intention to Commence Annexation Proceedings' for consideration by the Council.

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

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

Dear Mayor and City Council:

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

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

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

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the Proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance 496; and
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

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

Attachment 1

**ANNEXATION PETITION
STATEMENT OF INTEREST**

The four property owners on 62nd Street Court NW, Gig Harbor are proposing annexation by the City of Gig Harbor. Sixty-second Street CT NW is a paved street owned by the four property owners and runs the length of the area proposed for annexation. All four residences along 62nd Street CT. NW are hooked up to the City's sewer and water systems. The proposed annexation area is contiguous to the city boundary of Sound View Drive and is located within the City's growth area boundary.

Annexation will allow us to become full participants in the day-to-day activities of the City of Gig Harbor. We currently consider ourselves residents of Gig Harbor and would like to be able to have a voice in what happens in "our" city.

Please contact Joe Mancuso, 2819 62nd Street CT. NW, Gig Harbor, WA 98335, 851-7716 if you need any additional information.


JOSEPH F. MANCUSO

Attachment 2

Proposed 62nd Street Annexation





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 *MB*
SUBJECT: BOATING SAFETY PROGRAM AGREEMENT
DATE: NOVEMBER 28, 2000

INFORMATION/BACKGROUND

Pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis. A portion of these fees is distributed to counties providing approved boating safety programs. Under WAC 352-65-30, such counties are responsible for disbursing a portion of this funding to municipalities with approved boating safety programs. The WAC provides no set guidelines for distribution, other than to require "equitable" distribution of the funds. Gig Harbor has a state approved boating safety program and has received a portion of the state funding for the past six years. We are eligible for a portion of this funding for the 2001 budget year.

FISCAL IMPACTS

If we sign the agreement, we will receive our share of the funding, \$12,943.97. If we do not sign the agreement, we receive none of the state boating safety funds.

RECOMMENDATION

I recommend that Council authorize the Mayor to sign the Boating Safety Program Agreement as submitted.

**CITY OF GIG HARBOR
BOATING SAFETY PROGRAM AGREEMENT**

This agreement, entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY), witnesses that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

WHEREAS, the COUNTY has an approved boating safety program; and

WHEREAS, the 2000 annual distribution of vessel registration fees in the amount of \$190,240 has been received by the COUNTY; and

WHEREAS, pursuant to WAC 352-65-30, the legislative authority of each county with an approved boating safety program will be responsible for equitable distributing funds allocated by the state treasurer to local jurisdictions with approved boating safety programs within the county; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the COUNTY and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the CITY has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the COUNTY; and

WHEREAS, the COUNTY and the CITY desire to enter into a cooperative agreement;

NOW, THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356-65-040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.

3. The City agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by State Parks. Additionally, in accordance with WAC 352-65-060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State Parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$12,943.97. The County agrees to deliver to the City a Treasurer's check in that amount.
5. No changes or additions shall be made to this Agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
6. The laws of the State of Washington shall govern this contract. The parties stipulate that any lawsuit regarding this contract must be brought in Pierce County, Washington.
7. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provision of this Agreement shall remain in full force and effect.
8. This Agreement shall take effect upon the signature of both parties and shall remain in effect until September 30, 2000 unless sooner extended by written agreement of the parties.

End of agreement. Signature page attached.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: LT. COLBERG
DATE: DECEMBER 1, 2000
**SUBJECT: FIRST READING-ORDINANCE ACCEPTING A DONATION
FROM THE WASHINGTON STATE ASSOCIATION EMBLEM
CLUB.**

BACKGROUND

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

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

RECOMMENDATION

Staff recommends adoption of the ordinance at its second reading.

ORDINANCE NO.

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

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

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

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

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

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

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 11/30/00

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

7

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

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

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

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

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

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

BY: _____
Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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: PIERCE COUNTY GIG HARBOR PENINSULA COMMUNITY PLAN -
CITY RECOMMENDED CHANGES
DATE: DECEMBER 11, 2000

INFORMATION/BACKGROUND

City Staff has been meeting recently with Pierce County Staff to discuss the ongoing community planning effort being lead by the County for the Gig Harbor Peninsula Community. In particular, discussions have centered on ensuring consistency between the County's Community Plan and the City's Comprehensive Plan for the Urban Growth Area (UGA).

An evaluation of the UGA has revealed internal inconsistencies between the City Zoning Map and Comprehensive Plan Land Use Map. Additionally, areas have been identified which are heavily constrained by wetland systems and others that involve apparent mapping errors. The Community Planning process is now at a stage where it is appropriate for the City to provide input regarding the UGA.

Staff has prepared the attached letter outlining recommended changes to the UGA together with an identifying map. If these changes were to be incorporated into the Community Plan, Staff would then take the changes through the City Comprehensive Plan amendment process in 2001.

RECOMMENDATION

Staff is requesting that Council authorize the attached letter as input to the ongoing Pierce County Gig Harbor Peninsula Community planning process.



City of Gig Harbor. The "Maritime City"

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

December X, 2000

DRAFT

Pierce County Department of Planning and Land Services
ATTN: Mike Kruger, Associate Planner
2401 South 35th Street
Tacoma, WA 98409-7460

Dear Mr. Kruger;

On behalf of the City of Gig Harbor, I would respectfully request that several changes be made to the City's Urban Growth Area (UGA) boundary through the ongoing Gig Harbor Peninsula Community Planning process. Enclosed, you will find a map that delineates each of these proposed changes. Each geographic area is individually numbered for ease of identification. I have prepared the attached table that is intended to provide the justification for the City requesting these changes.

The City intends to pursue these amendments to the Urban Growth Area and Comprehensive Plan Land Use map during an annual review of the Comprehensive Plan in 2001. Ensuring consistency between the Pierce County Gig Harbor Peninsula Community Plan and the City of Gig Harbor Comprehensive Plan is preferable and required by the Growth Management Act.

Thank you for the opportunity to review and comment on the draft plan under consideration. If you have any questions or comments regarding this correspondence, please feel free to contact me. I can be reached by telephone at (253) 851-4278 or by E-mail at vodopichj@lesa.net.

Sincerely,

DRAFT

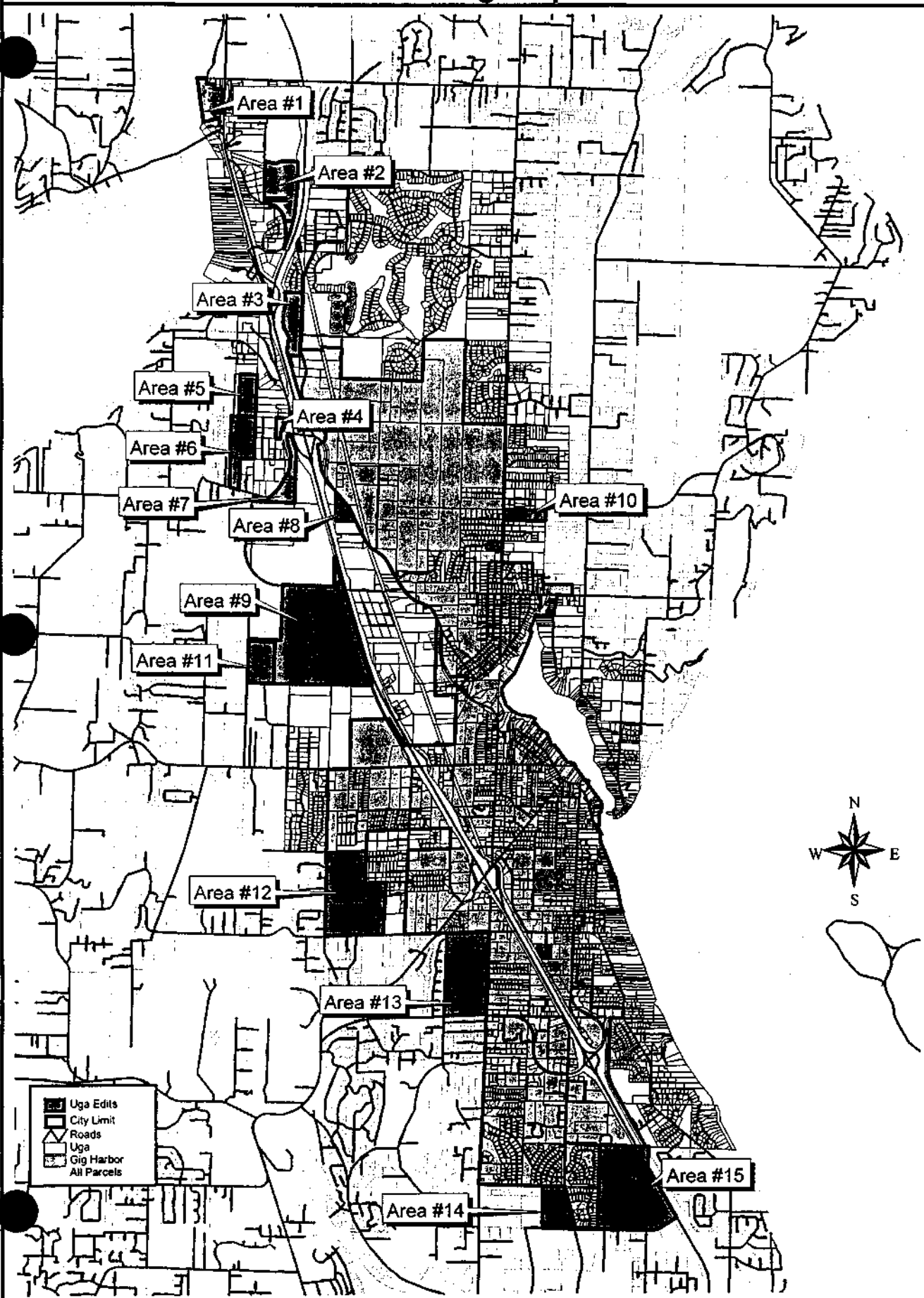
John P. Vodopich, AICP
Director, Planning & Building Services

Cc: Mayor Wilbert
Mr. Mark Hoppen, City Administrator
Mr. Chip Vincent, Principal Planner, Pierce County

Area Number	Description of Request	Justification
8	Designate as Residential Medium in the Comprehensive Plan.	This area is designated as Residential Low in the Comprehensive Plan and zoned as RB-2. Existing use of this area is for automobile repair and fueling. This change would correct the inconsistency between the Comprehensive Plan and Zoning map.
9	Expand Employment District (ED) zoning	This area is designated as Employment Center in the Comprehensive Plan and zoned Employment District (ED) and R-1. This change would correct the inconsistency between the Comprehensive Plan and Zoning map.
10	Designate as Residential Medium in the Comprehensive Plan	Area developed with duplexes, City zoning is R-2 and the existing Comprehensive Plan designation is Residential Low. Comprehensive Plan designation is not reflective of the actual use of the land.
11	Delete area from UGA	Area heavily constrained by wetland systems and is not suitable for urban levels of development.
12	Delete area from UGA	Area heavily constrained by wetland systems and is not suitable for urban levels of development.
13	Expand UGA, designate as Residential Low in the Comprehensive Plan and zone R-1	This area is developed at urban levels and is experiencing on-site septic system failures and would appropriately be within the UGA.
14	Expand UGA, designate as Residential Low in the Comprehensive Plan and zone R-1	County adopted UGA boundary in this area is different than that which is depicted on the 1994 City Comprehensive Land Use Map – correct inconsistency.
15	Expand UGA, designate as Residential Low in the Comprehensive Plan and zone R-1	County adopted UGA boundary in this area is different than that which is depicted on the 1994 City Comprehensive Land Use Map – correct inconsistency.

Area Number	Description of Request	Justification
1	Zone as Waterfront Commercial (WC)	This area is designated as Commercial/Business in the Comprehensive Plan and is zoned R-1. This change would correct the inconsistency between the Comprehensive Plan and Zoning map.
2	Designate as an Employment Center in the Comprehensive Plan and zone as an Employment District (ED) (County designation as a Commercial Employment Center (CEC))	This area is developed with the County road shop, Purdy Topsoil & Gravel and the Peninsula Light shop. It is currently designated as Residential Low and zoned R-1. The Comprehensive Plan designation and zoning is not reflective of the actual land uses in this area.
3	Designate as Residential Medium in the Comprehensive Plan	This area is zoned as R-2. The Comprehensive Plan designation is not reflective of the actual zoning of the land.
4	Designate Residential Medium in the Comprehensive Plan	This area is designated as Commercial/Business in the Comprehensive Plan and zoned as employment district and RB-2. The RB-2 zone is more appropriately designated as Residential Medium.
5	Expand Employment Center designation in the Comprehensive Plan and zone as an Employment District (ED)	Correct an apparent mapping error of splitting parcels.
6	Delete area from UGA	The existing UGA boundary splits the Henderson Bay Estates and several parcels located to the South. This correction would create a more logical boundary in light of the existing pattern of land subdivisions.
7	Designate as an Employment Center in the Comprehensive Plan and zone as an Employment District (ED)	This area is designated as an Employment Center and Residential Low in the Comprehensive Plan and zoned as R-1 and RB-1. This change would correct the inconsistency between the Comprehensive Plan and Zoning map.

Gig Harbor and UGA Zoning Map





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: *SB* STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
DATE: NOVEMBER 28, 2000
**SUBJECT: FIRST READING OF ORDINANCE REVISING GHMC TITLE 15.12 /
EASEMENTS FOR FIRE EQUIPMENT EMERGENCY ACCESS &
MAINTENANCE OF FIRE PROTECTION SYSTEMS**

INTRODUCTION & BACKGROUND

In response to a recommendation by the City Attorney, an ordinance was prepared to define when a recorded easement shall be required to allow access across private property by Fire Fighters and other personnel to use or maintain fire protection systems. The ordinance which is submitted for your consideration has been reviewed by Pierce County Fire District #5 and the City Attorney. All recommended amendments have been made to the ordinance.

RECOMMENDATION:

After due consideration, the ordinance be approved and after necessary amendments and second reading approved by the Gig Harbor City Council.

ORDINANCE NO. ____
CITY OF GIG HARBOR, WASHINGTON

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FIRE AND EMERGENCY VEHICLE ACCESS ASSOCIATED WITH NEW DEVELOPMENTS; REQUIRING PROPERTY OWNERS TO PROVIDE THE CITY WITH EXECUTED, RECORDABLE EASEMENTS WHERE EMERGENCY VEHICLES MUST ACCESS OVER PRIVATE PROPERTY AND REQUIRING EXECUTED, RECORDABLE EASEMENTS FROM PRIVATE PROPERTY OWNERS IN SITUATIONS WHERE WATER FACILITIES CROSS PRIVATE PROPERTY, FOR PURPOSES OF CITY FIRE FLOW MAINTENANCE; AMENDING SECTIONS 15.12.060, 15.12.080 AND 15.12.040 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City Council has determined that access should be provided and maintained to all properties within the City of Gig Harbor for fire fighting purposes; and

WHEREAS, the City Council has determined that access should be provided and maintained to fire protection systems on all properties within the City of Gig Harbor;

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

Section 1. Section 15.12.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.12.060 Amendment to UFC Section 902.2.2.1. Section 902.2.2.1 of the Uniform Fire Code is amended as follows:

902.2.2.1 Dimensions.

Fire apparatus roads shall have an unobstructed vehicle width of not less than 20 feet (6,096 mm) and an unobstructed vertical clearance of not less than 13 feet six inches (4,115 mm).

The minimum cleared vehicular roadway, driveway, or street width shall be 12 feet (3,658 mm) from shoulder to shoulder for one single-family residence. The minimum cleared vehicular roadway, driveway, or street width shall be 15 feet (4,572 mm) from shoulder to shoulder for one-

way traffic and 24 feet (7,315 mm) minimum driving surface for two-way traffic in all developments other than one single-family residence.

In those situations in which emergency vehicles must cross private property from a public right-of-way, the property owner shall grant an emergency vehicle access easement to the City of Gig Harbor and Pierce County Fire District No. 5 for such purposes. The form of the easement shall be approved by the City attorney and recorded against the property at the property owner's expense.

EXCEPTIONS:

1. Private roadways which serve less than 10 living units may be 20 feet (6,096 mm) in width from shoulder to shoulder for two-way traffic when the roadway serves only R-1 or R-3 occupancies as defined in the Uniform Building Code and the buildings and site improvements comply with the special hazards section of the currently adopted Uniform Fire Code.
2. Upon approval by the fire marshal, vertical clearance may be reduced, provided such reproduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance.
3. The use of fire protection features to reduce the required fire apparatus access may be considered by the fire marshal if a review by the fire department indicates that the use of fire protection features would provide an equivalent fire protection to that which would be provided had the full fire apparatus access be provided in accordance with this code. A site plan and letter stating the proposed method of fire protection shall be submitted to the fire marshal and fire department. The fire department must indicate approval of the proposed method of fire protection or an alternate method to that proposed before the fire marshal may approve the alternate method of fire protection.

Vertical clearances or widths shall be increased when, in the opinion of the city of Gig Harbor fire marshal, vertical clearances or widths are not adequate to provide fire apparatus access.

Section 2. Section 15.12.080 of the Gig Harbor Municipal Code is amended to read as follows:

15.12.080. Section 903.3 of the Uniform Fire Code is amended to read as follows:

A. Water supply is allowed to consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. In setting the requirements for fire flow, the City of Gig Harbor fire marshal shall use Appendix III-A of the Uniform Fire Code.

B. In those situations in which water is provided to private property from facilities located in the public-right-of way, but such water facilities must cross private property owned by third parties, the property owner shall obtain easement(s) in favor of the City of Gig Harbor, allowing the City access for maintenance of the fire flow system. The form of the easement shall be approved by the City Attorney and recorded against the property at the property owner's expense.

* * *

Section 3. Section 15.12.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.12.040 Amendment to UFC Article 2. Article 2 of the Uniform Fire Code is amended as follows:

* * *

2(a). "Accessible" means capable of being reached safely and quickly for operation, maintenance, repair or inspection, without requiring the person performing any inspections, repair or maintenance to climb over or remove obstacles, or to resort to the use of portable access equipment.

2(b). "Building valuation data" means the Building Standards monthly publication issued by the International Conference of Building Officials.

* * *

Section 4. 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. A summary of this Ordinance consisting of the title shall be published in the City's Official Newspaper, and shall take effect and be in full force five (5) days after the date of its publication.

PASSED BY THE GIG HARBOR CITY COUNCIL, GIG HARBOR, WASHINGTON,
and APPROVED BY ITS MAYOR at a regular meeting of the Council held on this ____
day of _____, 2000

GRETCHEN WILBERT, MAYOR

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

Filed with the City Clerk: 12/5/00
Passed by the City Council:
Date published:
Date effective:

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FIRE AND EMERGENCY VEHICLE ACCESS ASSOCIATED WITH NEW DEVELOPMENTS; REQUIRING PROPERTY OWNERS TO PROVIDE THE CITY WITH EXECUTED, RECORDABLE EASEMENTS WHERE EMERGENCY VEHICLES MUST ACCESS OVER PRIVATE PROPERTY AND REQUIRING EXECUTED, RECORDABLE EASEMENTS FROM PRIVATE PROPERTY OWNERS IN SITUATIONS WHERE WATER FACILITIES CROSS PRIVATE PROPERTY, FOR PURPOSES OF CITY FIRE FLOW MAINTENANCE; AMENDING SECTIONS 15.12.060, 15.12.080 AND 15.12.040 OF THE GIG HARBOR MUNICIPAL CODE.

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

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

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

BY: _____
Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *des*
SUBJECT: ANNUAL TRANSPORTATION CAPACITY AVAILABILITY REPORT
- CONSULTANT SERVICES CONTRACT
DATE: DECEMBER 4, 2000

INTRODUCTION/BACKGROUND

A budget objective for 2000 includes the preparation of an annual transportation capacity availability report. As defined in the new Concurrency Management Chapter of the Gig Harbor Municipal Code the Public Works department must prepare an Annual Capacity Availability Report that evaluates reserved capacity and permitted development activity for the previous 12-month period. The City's first concurrency report is due at the beginning of 2001, and covers the 2000 calendar year.

The report will contain a background section explaining concurrency and how it relates to Growth Management, and the relationship to SEPA and traffic impact mitigation. The report will also include a tabulation of reserve capacity, development activity, existing level of service for various roadways and intersections, and conclude with recommendations on amendments to the CIP, annual budget, LOS standards, and the TIP.

Professional transportation planning and engineering services are required to model and evaluate the City's roadways and intersections, and assist in the preparation of the report.

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the Professional engineering firm of SCA Consulting Group was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive municipal transportation planning and engineering experience.

POLICY CONSIDERATIONS

SCA Consulting Group is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the approved 2000 Budget.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with SCA Consulting Group, for transportation planning and engineering services for the preparation of the Annual Capacity Availability Report in an amount not to exceed seven thousand four hundred eighty-five dollars and no cents (\$7,485.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SCA CONSULTING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and SCA Consulting Group, a corporation organized under the laws of the State of Washington, located and doing business at 677 Woodland Square Loop SE, PO Box 3485, Lacey, Washington 98509 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Concurrency Management, Annual Reporting and Monitoring, 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 December 1, 2000, 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 Seven thousand four hundred eighty-five dollars and no cents (\$7,485.00) 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 forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within

fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by January 15, 2001; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to one 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 negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT
Perry Shea, P.E.
SCA Consulting Group
PO Box 3485
Lacey, Washington 98509-3485
(360) 493-6002

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

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 _____, 2000.

CONSULTANT

By: *Perry Shea*
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Perry Shea, P.E.
SCA Consulting Group
PO Box 3485
Lacey, Washington 98509-3485
(360) 493-6002

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

**EXHIBIT A – SCOPE OF SERVICES
FOR
CITY OF GIG HARBOR
TRANSPORTATION PLANNING SERVICES – CONCURRENCY REPORT**

Background

In 1999, the City of Gig Harbor added a new Concurrency Management Chapter to the Gig Harbor Municipal Code. The purpose of this Chapter 19.10 is to implement the concurrency provisions of the Transportation Element of the City's Comprehensive Plan. The chapter requires the Director of Public Works to prepare an Annual Capacity Availability Report that evaluates reserved capacity and permitted development activity for the previous 12-month period. Because the ordinance was adopted last year, the first concurrency report is due at the beginning of 2001, and covers the 2000 calendar year. SCA Consulting Group will provide professional transportation planning services to assist the City with the report preparation, including establishing procedures that make the evaluation process efficient and less staff-intensive in future years.

Schedule

The completed report is due to the City for the January council meeting. A DRAFT version of the report will be submitted one week prior so that staff comments and/or changes can be incorporated into the final report.

Concurrency Report

Task 1 – Background Research and Data Collection

Meet with City Public Works staff to prepare basic report outline; collect all pertinent materials needed for report preparation; review DRAFT Transportation Plan, dated November 2000.

The City will provide:

- Development activities for projects vested in 2000, including copies of Capacity Reservation Certificate Applications
- Current Six-Year Transportation Plan
- Traffic count data
- Traffic model information

Task 2 – Report Preparation

Prepare report in accordance with Chapter 19.10.025 Annual Reporting and Monitoring. The goal of the report is to meet those guidelines and present the results in a manner that is reader-friendly. The report will include a background section that will explain what concurrency is, how it fits into the Growth Management, and the relationship of concurrency to SEPA and traffic impact mitigation. A section of definitions and terms will also be included. The main body of the report will address each of the ordinance requirements, including:

- Reserve capacity

- Development activity summary
- Existing conditions
- Level of Service for roadway links (volume to capacity ratio) and intersections (time delay)
- Recommendations on amendments to the CIP, annual budget, LOS standards, and the Transportation Plan. The recommendations will serve as the City's action plan for transportation planning for 2001

SCA will prepare a DRAFT and FINAL report. The draft will be distributed with sufficient time to include City comments in FINAL version. Regular progress meetings will ensure that the report preparation stays on track with the City's expectations.

One original, one electronic, and 10 hard copies of the FINAL report will be prepared as the deliverable for Task 2.

Task 3 – Presentation

SCA will assist the Public Works Department with presentation of the report to the City Council, and be available at the meeting to answer questions or comments regarding the report.

Task 4 – Optional On-Call Services

SCA shall perform supplemental tasks as requested by, and agreed to in writing by the City. Scope and budget will be prepared and agreed to on an individual task assignment basis. If a task order is not awarded to SCA, SCA will not be compensated for preparation of its scope and budget proposal for that task order.

Assigned Key Personnel

Perry Shea, P.E, Principal
Susan Graham, Transportation Planning Manager
Lisa Klein, Planner
George Smith, Planner

Schedule of Rates and Estimated Hours

SCA Consulting Group		Work Hour Estimate					
Project: <i>Transportation Planning Services-Concurrancy Report</i>							
Client: <i>City of Gig Harbor</i>							
Task No.	Design Tasks:	Principal	Project Manager	Transportation Planner	Planner	Clerical	Total Hours
Task 1	Background Research and Data Collection	1	2		8		11
Task 2	Report Preparation	4	8	16	24	8	60
Task 3	Presentation	2	4				6
Total Hours:		7	14	16	32	8	77
Rate by Discipline:		\$135.00	\$100.00	\$80.00	\$75.00	\$45.00	
Fee by Discipline:		\$945.00	\$1,400.00	\$1,280.00	\$2,400.00	\$360.00	
Total Professional Fees:						\$6,385.00	
Expenses:						\$100.00	
Total Reimbursable:						\$100.00	
Sub-Total SCA Consulting Group:						\$6,485.00	
Task 4	Optional On-Call Services						\$1,000.00
Total SCA Consulting Group:						\$7,485.00	



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION - PORTABLE TRASH PUMP
DATE: DECEMBER 6, 2000

INTRODUCTION/BACKGROUND

A budget item for 2000 was the purchase of a 6-inch Dry Prime Portable Trash Pump. The Department of Ecology requires that all new lift stations install pump-around capabilities, or have a backup plan in place if a failure should occur at any existing lift station facility. The necessity of purchasing a portable trash pump is a vital component to this emergency pump station action plan. The portable pump's main purpose will be to take the place of any failed lift station and minimize the chance of a sewage spill to the environment or at a citizen residence.

During 2001, the staff will be installing bypass valving in many of the existing lift stations. At the current time only three of the fifteen stations have this ability. The ultimate goal is to have the capability to completely bypass any lift station should a complete long term failure occur.

We have sized the new trash pump with enough pumping capacity to replace any of the existing pump stations. This unit will also be invaluable for emptying tanks and transferring solids throughout the wastewater treatment plant during routine annual maintenance. The large capacity will minimize the chance of odor emissions during the transfer process.

Contract documents and specifications were developed in accordance with RCW 35.23.352 and the unit was advertised on November 22nd and 29th, 2000. On December 6, 2000 at 10:00 A.M. the bid was closed, with one vendor responding.

The bid proposal is summarized below:

Ackley Tool Company	\$ 35,316.00
	(Including Sales Tax and Shipping)

The bid proposal received was from Ackley Tool Company, in the amount of \$35,316.00, including state sales tax and shipping.

ISSUES/FISCAL IMPACT

Budgeted funds are available for purchase of the portable trash pump.

RECOMMENDATION

Staff recommends that Council authorize purchase of the portable trash pump from Ackley Tool Company for their bid proposal amount of thirty-five thousand three hundred sixteen dollars and no cents (\$35,316.00), including state sales tax and shipping.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: FIRST READING STORMWATER MANAGEMENT ORDINANCE
DATE: DECEMBER 5, 2000

DRS

INTRODUCTION/BACKGROUND

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

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

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

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

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

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

RECOMMENDATION

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

Section 1 New Chapter

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

Section 2 Repeals

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

Section 3 Adoption by Reference of Storm Water Manual

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

Section 4 Effective Date

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

Section 5 Severability

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

APPROVED

MAYOR

ATTEST/AUTHENTICATED

CITY CLERK

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

BY _____

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

ORDINANCE NO. _____

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

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APPROVED

MAYOR

ATTEST/AUTHENTICATED

CITY CLERK

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

BY _____

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

**CHAPTER 14.20
CITY OF GIG HARBOR
STORMWATER MANAGEMENT CODE**

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

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

TITLE 14.20 STORMWATER MANAGEMENT

14.20.010 Declaration of Title

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

14.20.020 Purpose

The purpose of this Code is to:

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

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

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

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

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

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

14.20.030 Adoption of Technical Manual

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

14.20.040 **Authority**

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

14.20.050 **Applicability**

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

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

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

14.20.060 **Exemptions**

The following are exempt from the requirements of this Code:

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

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

14.20.070 **Variances**

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

14.20.080 Appeals

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

14.20.090 Severability

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

14.20.100 Definitions

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

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

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

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

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

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

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

City shall mean the City of Gig Harbor.

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

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

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

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

Council shall mean the City of Gig Harbor City Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pre-development Conditions shall mean:

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

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

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

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

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

SEPA shall mean the Washington State Environmental Policy Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.20.110 Review and Plan Approval

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

14.20.120 Drainage Permit Required

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

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

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

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

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

14.20.130 Permit Requirements

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

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

14.20.140 **When a Professional Engineer is Required**

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

14.20.150 **Off-site Analysis**

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

14.20.160 **Geotechnical Analysis**

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

14.20.170 **Soils Analysis**

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

14.20.180 **Permit Modifications**

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

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

14.20.190 Erosion and Sedimentation Control

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

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

14.20.200 Site Stabilization

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

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

14.20.210 Performance Covenant for Site Stabilization

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

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

14.20.220 Performance Surety for Site Stabilization

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

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

(OR)

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

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

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

14.20.230 Performance Bond for Uncompleted Site Improvements

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

14.20.240 Commercial Liability Insurance

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

14.20.250 Maintenance Bonds

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

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

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

14.20.260 Erosion and Sedimentation Control for Minor Developments

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

- (1) Construction access route. Construction vehicle access shall be limited to one route. Access points shall be stabilized with quarry spalls or crushed rock to minimize the tracking of soils and debris onto public roads, or where they might otherwise be washed into the storm drainage system during rainfall events or street cleaning operations.
- (2) Stabilization of denuded areas. All exposed soils shall be stabilized by suitable application of BMPs, including but not limited to, sod or other vegetation, mat covering, mulching, or application of compacted ground base

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

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

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

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

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

14.20.270 Erosion and Sedimentation control for Major Developments

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

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

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

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

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

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

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

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

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

(8) Storm drain inlet protection. All storm drain inlets made operable during construction shall be protected so that stormwater runoff shall not enter the conveyance system without first being filtered or otherwise treated to remove sediment.

(9) Underground utility construction. The construction of underground utility lines shall be limited, where feasible, to no more than 500 feet of open trench at any one time. Where consistent with safety and space considerations, excavated material shall be placed on the uphill side of the trench. Dewatering devices shall discharge to an appropriate sediment trap or pond, preceded by adequate energy dissipation, prior to runoff leaving the site.

(10) Constructed access routes. Wherever construction vehicle access routes intersect paved roads, provisions must be made to minimize the transport of sediment onto the paved road by use of appropriate BMPs such as a stabilized construction entrance. If sediment is transported onto a road surface, the roads shall be cleaned thoroughly, as a minimum, at the end of each day. Sediment shall be removed from roads by shoveling or sweeping and be transported to a controlled sediment disposal area. Street washing shall be allowed only after sediment is removed in this manner, as approved by the Director.

(11) Removal of temporary BMPs. All temporary erosion and sediment control BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed, as determined by the Director. Trapped sediment shall be removed or stabilized on-site. Disturbed soil areas resulting from removal of temporary BMPs shall be permanently stabilized. The removal of temporary erosion and sediment control BMPs may not be required for those projects, such as single family plats, that will be followed by additional construction under a different permit(s). In these circumstances, the need for removing or retaining the measures will be evaluated on a site-specific basis.

(12) Dewatering construction sites. Dewatering devices shall discharge into an appropriate sediment trap or pond designed to accept such a discharge, preceded by adequate energy dissipation, prior to runoff leaving the site.

(13) Control of pollutants other than sediment on construction sites. All pollutants other than sediment that occur on-site during construction shall be handled and legally disposed of in a manner that does not cause contamination of surface waters. Pollutants of concern include, but are not limited to, fuels, lubricants, solvents, concrete by-products and construction materials.

(14) Maintenance. All temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. All maintenance and repair shall be

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

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

14.20.280 **Erosion Control Design Storm Event**

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

14.20.290 **Authority of the Director**

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

14.20.300 **Grading Plan Required**

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

14.20.310 **Abbreviated Grading Plan**

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

14.20.330 **Drainage Associated With Grading Activities**

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

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

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

14.20.340 **Minimum Grading Standards**

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

14.20.350 **Changes in Site Topography**

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

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

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

14.20.360 **Rockerries and Retaining Structures**

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

14.20.370 **Maintenance of Erosion and Sedimentation Control**

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

14.20.380 **Progress of Work**

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

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

14.20.390 Redevelopment Activities

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

- (1) Existing sites greater than one (1) acre in size with 50% or more impervious surface.
- (2) Sites that discharge to a receiving water that has a documented water quality problem. Subject to local priorities, a documented water quality problem includes, but is not limited to, water bodies:
 - (i) Listed in reports required under section 305(b) of the Clean Water Act, and designated as not supporting beneficial uses;
 - (ii) Listed under section 304 (1) (1) (A) (i), 304 (1) (1) (A) (ii), or 304 (1) (1) (B) of the Clean Water Act as not expected to meet water quality standards or water quality goals;
 - (iii) Listed in Washington State's Nonpoint Source Assessment required under section 316 (a) of the Clean Water Act that, without additional action to control nonpoint sources of pollution, cannot reasonably be expected to attain or maintain water quality standards.
- (3) Sites where the need for additional stormwater control measures have been identified through a basin plan, watershed ranking process, or through Growth Management Act planning.

14.20.400 Approved Hydrological Methods for Design

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

14.20.410 Stormwater Quantity Control

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

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

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

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

14.20.420 Stormwater Quality Control

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

14.20.440 Experimental Best Management Practices

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

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

14.20.450 Incorporation Into Stormwater Quantity Control Facilities

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

14.20.460 Minimum Requirements for Quality Control of a Major Development

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

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

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

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

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

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

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

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

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

14.20.470

Stormwater Conveyance Facilities

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

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

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

14.20.480 Easements, Tracts, and Covenants

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

Drainage easements through structures are not permitted.

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

14.20.490 Wetlands

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

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

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

14.20.500 Regional Facilities

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

14.20.510 Basin Planning

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

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

14.20.520 Maintenance of Stormwater Facilities by Owners

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

14.20.530 Maintenance Covenant Required for Privately Maintained Drainage Facilities

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

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

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

14.20.540 City Acceptance of New Stormwater Facilities

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

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

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

14.20.550 City Acceptance of Existing Stormwater Facilities

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

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

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

14.20.560 City Inspections of Privately Maintained Stormwater Facilities

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

14.20.570 Inspection Schedule

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

14.20.580 Illicit Discharges

Illicit discharges to stormwater drainage systems are prohibited.

14.20.590 Illicit Connections and Uses

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

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

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

14.20.600 Pollution Control Device Maintenance

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

14.20.610 Test Procedures

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

14.20.620 Exemptions

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

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

14.20.630 Violations of This Code

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

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

14.20.640 **Inspection**

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

14.20.650 **Inspection Procedures**

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

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

14.20.660 **Stop Work Orders**

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

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

14.20.670 Cumulative Civil Penalty

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

14.20.680 Aiding or Abetting

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

14.20.690 Order to Maintain or Repair

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

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

14.20.700 Notice of Violation - Assessment of Penalty

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

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

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

14.20.710 Appeal and Disposition

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

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



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
SUBJECT: SCANNELL SEWER-WATER EXTENSION
DATE: DECEMBER 6, 2000

INFORMATION/BACKGROUND

Mr. Mike Scannell is requesting four ¾" residential water connections and four sewer connections for his property identified in Exhibit 'A'. This parcel is within the city's water service area, within the city's sewer service area and within the Urban Growth Boundary, but is outside of the current city limits. The property is located on Bujacich Drive NW as indicated on Exhibit 'A'. The city already provides water and sewer to parcels in this immediate area outside the city limits.

POLICY CONSIDERATIONS

The attached contract binds the property to ED pre-annexation zone development standards and conforms to GHMC 13.34. Currently, the applicant can submit no development plans, since his immediate intent is to subdivide the parcel. As a result, the city cannot definitively ascertain the proposed use of the property. In the past, the City Council has always desired this information on utility extensions outside of city limits. Nevertheless, the approval of the contract would bind future development on the property to city development standards.

FISCAL CONSIDERATIONS

The sewer system connection fee is currently \$10,420 and the water system hook-up fee and meter charge for this location is currently \$9640. The contract requires the applicant to pay in full all city fees in effect at the time of actual connection to the system. The contract currently requires a 5% capacity commitment payment for both sewer and water, which at contractual minimum would total \$1021. The duration of the contract is one year for both sewer and water without the possibility of extension.

RECOMMENDATION

Unless the City Council desires to alter past practice, staff recommends that this contract not be approved. At such time as sufficient site information is available, the request for utility service can be resubmitted. The contract is approvable as per Gig Harbor Municipal Code Chapter 13.34.

WHEN RECORDED RETURN TO:
City of Gig Harbor
City Clerk
3105 Judson Street
Gig Harbor, WA 98335

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this ___ day of _____, 2000, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Mike Scannell, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on Bujacich Drive NW (street or right-of-way) at the following location:

Exhibit 'A'
9410 54th Avenue NW
Tax Parcel # 0121011026

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer and Water Capacity Commitments. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (4 ERUs) 924 gallons per day average flow. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on _____, provided this agreement is signed and payment for sewer and water capacity commitments is received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service and reserves to the owner the right to connect service with 4 3/4" meters. These sewer and water capacity rights are allocated only to the Owner's system as herein described; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. Any addition to this system must first be approved by the City.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$521 for sewer and the sum of \$500 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees
One year	Five percent (5%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for water service capacity and less the five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

7. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

8. Connection Charges. The Owner agrees to pay the connection charges for water and for sewer, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

9. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

10. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;

- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, **the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.**

11. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the city's Employment District zone (ED).
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

12. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

13. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

14. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements (specify):

Sidewalk and Half-width street improvements

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

15. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

16. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

17. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

18. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2000.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name: _____

Title: _____

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated:

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

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

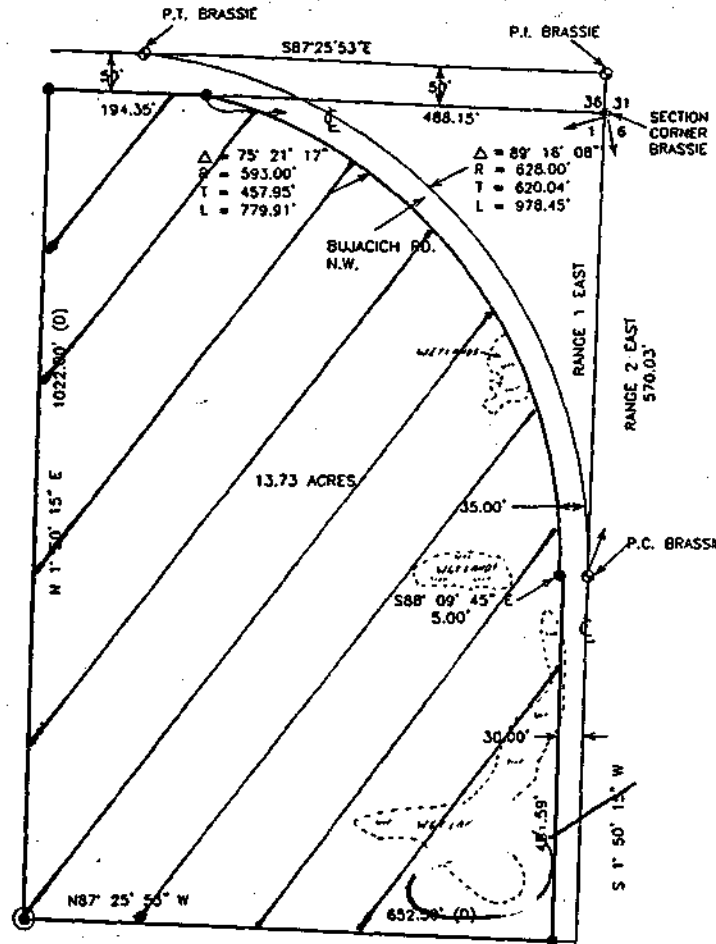
Dated:

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires

CORD OF SURVEY



LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 21 NORTH, RANGE 1 EAST OF THE W.M. IN PIERCE COUNTY, WASHINGTON;
 THENCE WEST 682.5 FEET;
 THENCE SOUTH 1,022 FEET;
 THENCE EAST TO THE EAST LINE OF SAID GOVERNMENT LOT 1;
 THENCE NORTH ALONG THE EAST LINE TO POINT OF BEGINNING EXCEPT THE EAST 30 FEET FROM RIGHT OF WAY FROM 131ST AVE NW CONVEYED TO PIERCE COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S NO. 2377119
 EXCEPT THAT PORTION THEREOF CONVEYED TO PIERCE COUNTY FOR ADDITIONAL RIGHT OF WAY FOR BUJACICH ROAD NW BY DEED RECORDED UNDER AUDITOR'S NO. 8902090309, AND
 EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY DEED RECORDED UNDER AUDITOR'S NO. 9502170217; AND
 EXCEPT THAT PORTION LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF A TRACT CONVEYED TO PIERCE COUNTY BY DEED RECORDED UNDER AUDITOR'S NO. 9502170217



BEARINGS BASED ON PIERCE COUNTY BUJACICH RD. N.W. RIGHT OF WAY PLAT.



SCALE : 1 INCH = 100 FEET
 PROCEDURE USED: FIELD TRAVERSE
 EQUIPMENT USED: DTM-5 NIKON TOTAL STATION

LEGEND

- SET NO. 5 REBAR WITH CAP NO. 10363
- ⊙ BRASSIES FOUND APRIL 2000
- ⊙ REBAR CAP NO. 10288 FOUND APRIL, 2000



<p>AUDITOR'S CERTIFICATE FILED FOR RECORD THIS 21st DAY OF APRIL, 2000 AT 11:23 A.M. AT THE REQUEST OF <u>KEVIN GOODE</u> AUDITOR'S FEE NO. <u>200005025001</u> DEPUTY _____ COUNTY AUDITOR <u>PIERCE</u></p>	<p>SURVEYOR'S CERTIFICATE THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF <u>MIKE SCANNELL</u> IN <u>APRIL</u> OF <u>2000</u> CERTIFICATE NO. <u>10288</u></p>	<p>SURVEY FOR MIKE SCANNELL LOCATED IN THE NE 1/4 NE 1/4 SEC. 1 TWP. 21 N., RGE. 1 E, W.M. COUNTY OF PIERCE, STATE OF WA.</p>	<p>KG LAND CONSULTANTS, INC. 327 39th AVE CT N.W. GIG HARBOR, WA 98335-7814 253-851-4554</p> <table border="1"> <tr> <td>DESIGNED BY</td> <td>DATE</td> <td>SHEET NO.</td> </tr> <tr> <td>H. GRINDLE</td> <td>4/26/00</td> <td></td> </tr> <tr> <td>DRAWN BY</td> <td>SCALE</td> <td>SHEET</td> </tr> <tr> <td>KG</td> <td>1"=100'</td> <td>1 OF 1</td> </tr> </table>	DESIGNED BY	DATE	SHEET NO.	H. GRINDLE	4/26/00		DRAWN BY	SCALE	SHEET	KG	1"=100'	1 OF 1
DESIGNED BY	DATE	SHEET NO.													
H. GRINDLE	4/26/00														
DRAWN BY	SCALE	SHEET													
KG	1"=100'	1 OF 1													

Exhibit 'A'

Mike Scannell Utility Extension, Capacity Agreement



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No 0121011026, Date 11/28/2000
Applicant W.B. SCANNELL, Phone # 8585336
Mailing Address POB 1817 Gig Harbor 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: Buyrich Dr & 131st St
Subdivision _____ Lot No. _____
Date of Hook-Up _____, Meter No. _____, Size 3/4, Rate _____
Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

	Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
<u>4</u>	3/4"	1	\$1,305.00	<u>\$1,960.00</u>	<u>\$450.00</u>	<u>\$9640.00</u>
	1"	1.67	\$2,175.00	\$3,260.00	\$555.00	\$
	1-1/2"	3.33	\$4,350.00	\$6,525.00	(2) \$1,130.00	\$
	2"	5.33	\$6,960.00	\$10,440.00	(2) \$1,260.00	\$
	Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 10.00 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ Administration Fee \$		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.
(2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES:

\$ 9640.00

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00	4	\$ 10,420.00

• Equivalent Residential Unit Calculation for non-residential service:

• _____ (_____ ERU's per _____) X (4) =
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
4	House Stub Inspection Fee (\$25 in city <u>\$37.50 out</u>)	\$ 150.00
4	As-Built Plans Fee (Refundable)	\$450.00 600.00
	Sewer Latecomers Fee/Administration Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

TOTAL WATER, IMPACT & OTHER FEES PAID: \$ 9,640.00

TOTAL SEWER SYSTEM FEES PAID: \$ 11,170.00

GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ 20,810.00

Application is hereby made by the undersigned property owner or his/her agent for water and/or sewer service for which I agree to pay in advance, for the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate is issued and be payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the City or any such ordinances/regulations adopted hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, expansions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within one year from the date of issuance, if I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within that time period.

I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

[Signature] 11/28/2000
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By
Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician

9

BUJACICH RD NW

0121011025

0121011026

54TH AV NW

51ST AVCT NW

9

90TH ST NW





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: DECEMBER 4, 2000
**SUBJECT: FIRST READING - ORDINANCE ACCEPTING A DONATION FROM
THE MORRIS FOUNDATION**

BACKGROUND

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

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

RECOMMENDATION

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

ORDINANCE NO.

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

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

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

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

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

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

Section 3.

Section 4. Effective Date. This ordinance shall take effect

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

EXHIBIT A
ACKNOWLEDGEMENT AND RELEASE

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

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

Dated this _____ day of _____, 2000.

The Recipient

The Morris Foundation

By _____

By _____

Its _____

Its _____



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
DATE: DECEMBER 4, 2000
SUBJECT: POLICE OFFICER'S GUILD CONTRACT

INTRODUCTION

The City's contract with the Police Officer's Guild expires on December 31, 2000. We met with representatives of the guild and have negotiated the attached contract. This is a three-year contract and will take effect January 1, 2001.

FINANCIAL

The contract provides a 3.9% increase in wage and range effective, January 1, 2001 and wage increases equal to the June 2001 and 2002 Seattle-Tacoma-Bremerton CPI-W for the subsequent years of the contract. In the third year of the contract, if the 2002 Police Officer or Sergeant salary ranges are 2.5% or more below 100% of the 2002 salary survey midpoint, then the range will be adjusted to 100% of the average midpoint. The contract also includes tuition reimbursement (\$160 per undergraduate credit hour and \$250 per graduate credit hour) and changes the 28-day work period to seven days.

RECOMMENDATION

Staff recommends approval of this contract.

AGREEMENT
By and Between

**City of Gig Harbor
and
Gig Harbor Police Officer's Guild
1998 2001**

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer," and the Gig Harbor Police Officer's Guild, hereinafter referred to as the "Guild." The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

This agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

ARTICLE I - RECOGNITION

The Employer recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the state of Washington, Public Employees Relations Commission in Case No. 06055-E-85-01085, issued January 6, 1986. This Agreement shall include those employees working full time as uniformed personnel for the Employer, but shall not include the Police Chief, Police Lieutenant, and Police Services Specialist.

ARTICLE II - MEMBERSHIP

Section 1. All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall, as a condition of employment, remain members of the Guild in good standing for the term of this Agreement.

Section 2. The Employer agrees to deduct initiation fees and monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

ARTICLE III - NONDISCRIMINATION

Section 1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 2. No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. The normal workweek, except for the provisions of this agreement, shall consist of four (4) consecutive ten hour days with three (3) consecutive days off. The city retains the right to adjust this schedule to suit special circumstances which may arise. The normal workweek is a goal. Other work week schedules may be carried out upon the mutual agreement between the City and the Guild member.

a. **Hours of Work.** Except for the provisions in this agreement to the contrary, the regular hours of each workday shall be consecutive. Any Guild member may agree to work a split shift, thus dividing the shift into two (2) parts equal to the normal number of hours worked in a regular work day.

b. **Work Period.** The work period shall consist of a ~~twenty-eight (28)~~ seven consecutive day cycle beginning on January 1, ~~2001 of each year~~ and repeating each consecutive ~~twenty-eight~~ seven day period. Except as provided by this agreement, any Guild member who works in excess of ~~40~~ 40 hours within that designated work period shall be compensated at one and one-half times the normal rate of pay for those hours exceeding ~~40~~ 40. The seven day period shall be defined as 0600 hours on Monday of each week to 0559 hours the following Monday.

c. **Work Schedules.** A tentative ~~twenty-eight day~~ monthly work schedule shall be posted at least seven calendar days in advance of the beginning of the work period. The City is not bound in any way by this schedule, and no liability or penalty payments accrue if this schedule changes at any time due to emergencies. An emergency shall be defined as "a spontaneous or unplanned occurrence ~~which that~~ could present a significant public hazard requiring additional staffing." If an employee is directed by a supervisor to work any hours other than those posted and the directive is given less than seven days in advance, then those hours worked shall be compensated at one and one half (1-1/2) times the employee's regular straight-time pay. An employee may voluntarily consent to the waiver of the seven-day notice requirement. Examples of non-emergencies are scheduled occurrences such as training, court appearances and scheduled vacations.

d. **Shift Trades.** Subject to approval by the Sergeant, Lieutenant, or Police Chief, employees may voluntarily trade shifts. The employer will not incur any overtime liability as a result of a shift trade.

e. **Day Off Trade.** Subject to approval by the Sergeant, Lieutenant, ~~and~~ or Police Chief, employees may voluntarily trade days off. The employer will not incur any overtime liability as a result of such trades.

f. **Callout.** A reserve officer shall not be used to supplant Guild scheduled work, unless the work is first offered to at least two Guild members.

Section 2. Overtime as used in this Agreement shall mean that time an employee works in excess of ten hours per day or ~~460~~ 40 hours in a work period. Compensation for overtime shall be as set forth in subsections b, c, or d of this article.

a. All overtime must be authorized in advance by the City Administrator, Chief of Police, or, as standard operating procedures dictate, except in cases of emergency.

b. Overtime shall be compensated at the rate of one and-one half (1-1/2) times the regular straight-time pay. The Employer and the Guild agree that for the purpose of overtime compensation regular straight time pay excludes holiday, shift differential, college, and on-call pay. This over time pay has been negotiated pursuant to the provisions of 29 CFR section 548.1 and 29 USC section 207(g)(3). The parties agree that the employee's basic rate of pay and regular rate of pay used for the calculation of overtime shall not include the holiday, shift differential, college or on-call pay for overtime calculation purposes.

Call-outs, court appearances, and training meetings which are outside the employee's normal work day shall be compensated at one and-one half (1-1/2) times the employee's straight-time base hourly rate of pay and for a minimum of three hours, unless a call-out, court appearance, or training meeting is within 3 hours of the start of a Guild member's shift, in which case the member will be compensated only for those hours worked. Also, if a call-out, court appearance, or training meeting concludes within 3 hours after the end of a Guild member's shift, then the member will be compensated only for those hours worked.

The Employer shall have the discretion to grant compensatory time off equivalent to one and one-half (1-1/2) times the actual overtime hours worked in lieu of paid overtime. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Employees may accrue a maximum of 60 compensatory time hours to be used at a time mutually agreeable to Employer and the Employee.

ARTICLE V - WAGE RATES

Section 1. The salary schedule is effective January 1, ~~1998~~ 2001 through December 31, ~~2000~~ 2003. ~~The sergeant classification may or may not be utilized at the sole discretion of the Employer.~~

Section 2. Effective January 1, 2001, members of the Guild, shall receive a cost-of-living wage increase ~~in the salaries of three and seven~~ nine tenths of one percent ~~(3.7%) (3.9%)~~. Also ~~effective January 1, 1998, members of the Guild, except for the sergeant classification, shall receive a two and three tenths of one percent (2.3%) increase in salary and range, resulting in a cumulative salary increase of 6%.~~ Wage rates as noted in exhibit A reflect this increase.

Effective January 1, ~~1999~~ 2002, members of the Guild shall receive a cost off living wage increase ~~in the salaries based on 100% of the annual increase of the June 1998~~ 2001 Seattle-Tacoma-Bremerton CPI-W, but not less than 2% nor greater than 5%. Also ~~effective January 1, 1999, members of the Guild, except for the sergeant classification, shall receive a one and one half percent (1.5%) immediate increase in salary and range.~~

Effective January 1, ~~2000~~ 2003, members of the Guild shall receive a cost of living wage increase ~~in the salaries based on 100% of the June 1999~~ 2002 Seattle-Tacoma-Bremerton CPI-W, but not less than 2% nor greater than 5%.

The City shall initiate a salary survey of Guild member wage rates prior to January 1, 2003, which shall analyze the appropriate wages for members relative to a selected group of cities as determined by the City during negotiation of this contract. The results of this survey shall be compared with the 2002 salary ranges of Guild members at that time, and if the survey results disclose that the 2002 salary range midpoint for any Guild position is two and one-half percent (2.5%) or more below 100% of the survey range mid-point for that position, then the City will:

1. Adjust the 2003 salary range midpoint for an identified position to conform to 100% of the salary survey midpoint.
2. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice (25% range spread).

Section 3. ~~In the event the Seattle-Tacoma-Bremerton CPI-W index is above or below the range of 2% - 6%, either party is entitled to open the agreement for negotiating wage rates only for 1999 and 2000 upon providing a written notice to the other party at least 90 days prior to the beginning of the new year.~~

Section 4-3. Movement within each salary range shall be governed by the City's Performance Pay System and shall be as described in attachment B to this contract.

Section 5-4. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 6-5. Part time employees, excluding non-paid reserve officers, shall be compensated at an equivalent hourly rate of pay based on the current full time monthly base rate of pay for the position classification held by the employee, computed in accordance with the standard payroll practices of the Employer.

Section 7-6. When an officer is appointed to the position of acting sergeant for a period of not less than five (5) calendar days, he/she shall be compensated at the rate of 5% above the current salary for that period of time.

Section 8-7. When a member of the Guild, excluding sergeant(s), is scheduled for and completes 10 Graveyard shifts (a 10 hour shift falling between the hours of 6:00 P.M. and 6:00 A.M.) during any calendar month, he/she shall be entitled to shift differential pay of 2% above the current salary for that month. Current salary for the purpose of shift differential pay is defined as the Guild member's base pay within the salary range as listed in the salary schedule which is Attachment A to this agreement. Base pay excludes on-call, holiday, and college pay. This shift differential pay has been negotiated pursuant to the provisions of 29 CFR section 548.1 and 29 USC section 207(g)(3). The parties agree that the employee's basic rate of pay and regular rate of pay used for the calculation of overtime shall not include the shift differential pay of 2% for overtime calculation purposes.

ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

<u>Earned working Months of Service</u>	<u>Working Days Hours per Month</u>	<u>Per Year Max.</u>
0-12	6.67	10
13-24	7.33	11
25-36	8.33	12.5

After each succeeding year of service, .67 additional hours of vacation hours per month (8 additional hours per year) shall be accumulated up to a maximum of two hundred forty (240) hours per year.

ARTICLE VII - HOLIDAYS

An employee shall be compensated for the eleven (11) holidays recognized by the Employer and as provided in RCW 1.16.050 as set forth in subsections A and B.

A. The paid holiday commonly referred to as a "floating holiday" (City personnel rules and regulations section 6.1-K) shall be mandatory time off and shall be paid at the regular rate of pay. The scheduling of this day shall be by mutual agreement between the Employer and the Employee.

B. In lieu of the other ten (10) holidays, employees shall be paid an additional 8.33 hours pay per month based on the current full time base rate of pay for the position classification held by the employee, which is equivalent to 100 hours of pay on an annualized basis.

ARTICLE VIII - MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical - ~~Pierce County Medical Plan #7 or Association of Washington Cities Plan A with orthodontia coverage.~~ AWC Trust (Plan A - Regence Blue Shield).
- 2) Dental - AWC Trust (Plan A - Washington Dental Service, with orthodontia coverage).
- 3) Vision - AWC Trust (Western Vision Service Plan).
- 4) Employee Assistance Program - AWC Trust.
- 5) Education reimbursement. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

ARTICLE IX - SICK LEAVE

Section 1. Full-time employees hired after October 1, 1977, shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury or disability. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 2. A verifying statement from the employee's physician may be requested by the Employer, at its option, whenever an employee claims sick leave for one day or longer. If absence extends beyond four days, certification of such absence must be supported by a certificate from the employee's physician, if requested by the Chief of Police.

Section 3. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility ~~of~~ for the bonus day(s).

ARTICLE X - RETIREMENT PLAN

The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

ARTICLE XI - COLLEGE PREMIUM PAY

An employee who holds a college degree from an accredited college or university shall receive a premium pay equal to two percent (2%) of his/her base salary for an associate degree, and three percent (3%) of his/her base salary for a bachelor degree. Premium pay will not be included as part of an employee's base salary.

ARTICLE XII - STAND-BY PAY

If an employee is directed to "stand-by" for duty he shall receive \$50.00 for the month in which the "stand-by" was worked. The compensation of \$50.00 a month is a fixed rate regardless of the number of stand-by hours worked within the month. An employee shall not be directed to work more than 30 hours of standby duty within any month unless the Chief of Police declares it necessary for the public's safety. When an employee works in excess of 30 hours stand-by duty within a month, he/she shall receive an additional \$50.00 for that month. The method of scheduling personnel and the determination of period for stand-by assignments shall be directed by the Chief of Police. Stand-by is defined as the employee being available to respond to any call for City service during those hours and in such a manner as designated by the Police Chief.

ARTICLE XIII - FIELD TRAINING OFFICER PAY

At any time an employee is assigned to the position of Field Training Officer and is actively serving in a training capacity, he/she shall be compensated at a rate of pay two percent (2%) above the current salary during that time period. A member will be determined to be actively serving in a training capacity only when he/she is actively training a full time Phase 2 employee. Field Training Officer status will be determined on a shift-by-shift basis and will only be paid for those hours in which the Guild member is actively serving in a training capacity.

ARTICLE XIV - RIGHT OF ACCESS - UNION REPRESENTATIVE

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as the time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch period and before and after shift).

ARTICLE XV - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters which may result in suspension without pay, loss of accrued leave, demotion and/or termination, has the right to:

- a. Receive the specific nature of the charge or allegation against him/her in writing.
- b. Have his/her choice of the Guild shop steward or a Guild representative present at his/her expense. The employer shall allow a reasonable length of time for the representative to arrive at a place of meeting.
- c. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- d. Any use of lie detector tests shall be in accordance with RCW 49.44.120.
- e. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 2. Department Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the department and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the Chief of the department the right to make decisions or to establish procedures consistent with the "emergency" nature of operating the department.

ARTICLE XVI - NO STRIKES

Section 1. It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Guild. Neither the Guild nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever for any cause whatsoever. In the event of any strike, walkout, slowdown, or work stoppage or a threat thereof, the Guild and its officers will do everything within their power to end or avert the same.

Section 2. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference, or who refuses to perform service duly assigned to him, shall be subject to immediate dismissal.

ARTICLE XVII - GRIEVANCE PROCEDURES

Grievance defined. A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure or the Civil Service review procedure, whichever is applicable.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - Police Chief.

The grievance in the first instance will be presented to the Police Chief, either orally or in writing, within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

Step Two - City Administrator.

If the Police Chief does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator. The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

Step Four - Arbitration

A grievance may be submitted within ten (10) working days following the decision rendered in Step Three to the following arbitration procedure for resolution. The Employer shall select one (1) person and the Guild shall select one (1) person. Such selected persons shall then select a third impartial person who shall service as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. The costs of arbitration shall be borne equally between the Guild and the Employer.

ARTICLE XVIII - PERSONNEL POLICIES

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

ARTICLE XIX - UNIFORMS AND EQUIPMENT

At the time of employment, the following uniform and equipment items shall be provided by the City. The City may withhold issuance of some of the equipment items while a member is assigned to Phase I of the Field Training Program (Academy). In such case, the remainder of the required equipment will be issued upon successful completion of Phase 1. Uniform items or equipment which require replacement through normal course of business will be replaced by the City, subject to availability of budgeted funds.

A. Uniform:

1. 3 trousers
2. 3 shirts (short and/or long sleeve)
3. 1 pair shoes or boots
4. 1 all-season jacket
5. 1 tie
6. 1 rain coat
7. 1 jumpsuit
8. 1 duty cap
9. 1 badge and required name tags
10. Required WSCJTC clothing and equipment (Phase I employees only)

B. Equipment

1. 1 duty gun belt
2. 1 uniform pants belt
3. 1 holster
4. 1 department authorized duty weapon w/2 extra magazines.
5. 1 double handcuff case
6. 2 sets of handcuffs
7. 1 key holder
8. 1 baton & flashlight holder
9. 1 ASR canister and holder
10. 1 SL20 rechargeable flashlight or equivalent
11. 1 portable radio w/charger and holder
12. 1 bullet resistant vest
13. 1 expandable baton
14. 4 belt keepers
15. 1 glove holder

The uniform shall meet the approval of the Police Chief and all purchases shall be through the departments established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his complete uniform.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy. Uniform clothing damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the employer.

The employer shall reimburse officers assigned as full time detective up to a maximum of \$500 \$600 for special job-related clothing purchases, provided such purchases must have approval by the Police Chief prior to purchase.

ARTICLE XX - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE XXI - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XXII - TERM OF AGREEMENT

This Agreement is effective January 1, 2001, and shall continue in full force and effect to and including December 31, 2003. ~~This agreement may be reopened by the city or guild as provided under Article V of this agreement.~~

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this ____ of December 2000.

CITY OF GIG HARBOR

GIG HARBOR POLICE OFFICERS GUILD

By _____
Gretchen A. Wilbert, Mayor

By  _____

ATTEST:

Mark E. Hoppen
City Administrator

ATTACHMENT "A"

2001 POLICE PERSONNEL SALARY RANGES

	Monthly Minimum	Monthly Maximum
Sergeant	\$ 3,902	\$4,878
Police Officer	\$ 3,393	\$4,241

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGE ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey in accordance with labor market and benchmark classifications as selected by the City Administrator and approved by the City Council.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
 - a. Ability of city to pay;
 - b. Compensation survey information;
 - c. Changes in cost-of-living;
 - d. Desires of the employees;
 - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increases shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range, the employee shall be eligible for merit bonus compensation up to 5% of the employee's annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

MERIT/BONUS PAY

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increases shall be granted by the City Administrator and confirmed by the Mayor.



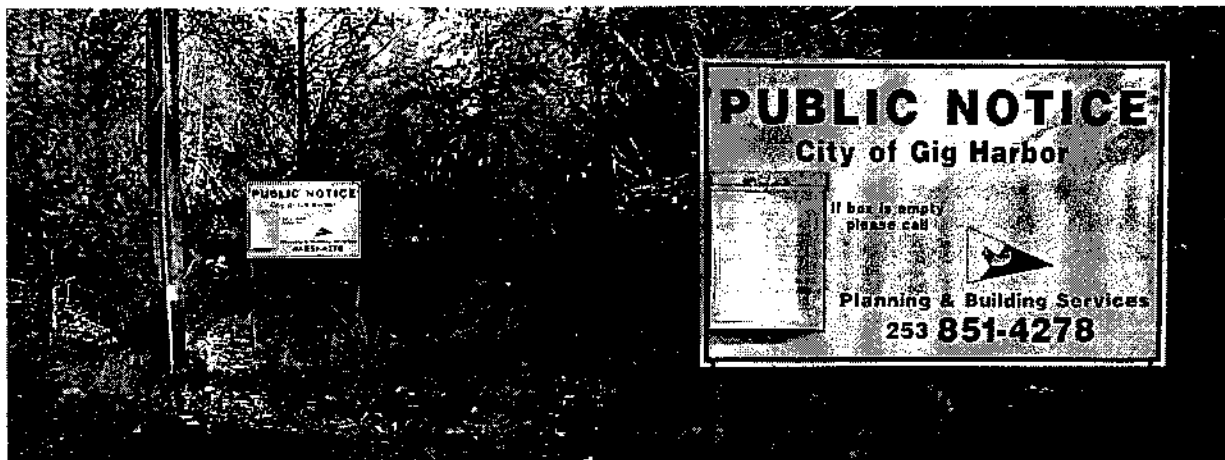
City of Gig Harbor. The "Maritime City"

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: NEW PUBLIC NOTIFICATION SIGNS
DATE: DECEMBER 11, 2000

INFORMATION/BACKGROUND

Recently, the Planning and Building Services Department acquired new signs that can be posted on properties as a method to notify the public of impending land use actions. These signs are portable, reusable, weather resistant and easy to install. Each sign contains a plastic, covered box similar to those used by realtors in which staff can place hearing notices. The following pictures were recently taken of the signs currently located at the Church of the Nazarene and the proposed Les Schwab site.





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 *JPV*
DIRECTOR, PLANNING & BUILDING SERVICES

**SUBJECT: DEPARTMENT OF ECOLOGY ADOPTS NEW SHORELINE
GUIDELINES**

DATE: NOVEMBER 30, 2000

The following is a press release issued by the Washington State Department of Ecology announcing the Department's adoption of new shoreline guidelines. These guidelines will be those that we will utilize during the revision and updating of the City's Shoreline Management Plan next year.

FOR IMMEDIATE RELEASE - November 29, 2000
Ecology Department adopts new shoreline guidelines

OLYMPIA - The spirit of the citizens' initiative that created the Shoreline Management Act has been rejuvenated under newly revised shoreline guidelines adopted today by the state Department of Ecology.

With his signature, Ecology Director Tom Fitzsimmons concluded a five-year effort to review and update the state's shoreline management guidelines. The guidelines provide details on how local governments can achieve the level of protection required by the Shoreline Management Act (SMA).

Gov. Gary Locke welcomed the completion of the new shoreline guidelines, saying, "It takes courage to recognize when a policy isn't working right and take steps to make it better. "Many of our past shoreline management practices are harming private property, threatening the safety of our citizens, and destroying the quality of our shorelines," he said. "We may never recover the damage that has already been done in some parts of our state, but we can learn from those mistakes and avoid repeating them elsewhere."

The new guidelines will limit the amount of development allowed adjacent to streams, lakes and marine waters in Washington State. In the future, new structures or activities that are not "water dependent" will have to occur farther back from the edge of those water bodies, partly to protect the quality and natural functions of the shoreline, but also to protect people and businesses from floods. Natural vegetation along shorelines also will need to be preserved to help prevent erosion and to provide habitat for aquatic life such as endangered salmon.

Bulkheads, docks and other shoreline structures that harm the natural functions of shorelines will be discouraged. Bulkheads, in particular, are a problem because they deflect wave energy and increase erosion elsewhere. In the future, property owners will have to consider environment-friendly alternatives for stabilizing shorelines. Fitzsimmons said the revised shoreline guidelines will apply only to new development or re-development. They will not apply to existing homes, businesses or farming practices, nor to shoreline properties that have already been approved for development by cities and counties under their existing shoreline master programs. "Our shoreline practices do need to change, but we do not expect people to tear down their homes or go out of business," Fitzsimmons said. "If you already have a house at the water's edge, or if you're growing crops close to a river, you can keep living there and farming there - and I hope you'll do what you can to share that space with nature." In 1995, the state legislature directed Ecology to review and update the state guidelines every five years. Since then, Ecology involved multiple advisory committees, consulted with lawmakers, and produced several informal and formal drafts for public review and comment. A 60-day review period on the final draft was held last summer and elicited about 2,000 comments. The department made several corrections, clarifications and refinements in response to those comments. A key feature of the final guidelines is a two-path approach that gives cities and counties a choice in how they write and implement their shoreline master programs. "Path A" allows local governments flexibility and creativity in how they meet the standards of the SMA, while "Path B" contains specific measures for protecting shoreline functions. The National Marine Fisheries Service (NMFS) and the U.S. Fish & Wildlife Service have agreed that any local master program that complies with Path B will automatically get an exception under the Endangered Species Act (ESA). This will shield cities and counties from federal penalties and citizen lawsuits if an ESA-listed fish is harmed or its habitat disturbed as the result of an activity covered by the exception. "Developing these new guidelines has been an enormous undertaking, and one of the biggest rewards has been achieving an environmental protection standard that will protect communities and developers and property owners from penalties and lawsuits," said Fitzsimmons. However, there's still work to be done, since the SMA gives local governments just two years to update their shoreline master programs to be consistent with the state guidelines. Locke said he believes that two years is too short, and he will ask the state legislature to change the law during the 2001 session to allow local governments up to five years to complete their task. He also will request \$6 million in state funds to help them cover the costs.

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For more information (including the letter of approval from NMFS and the Fish & Wildlife Service):

www.ecy.wa.gov/programs/sea/SMA/guidelines/newguid.htm