

# **Gig Harbor City Council Meeting**

**June 9, 2008  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
June 9, 2008 – 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of May 27, 2008.
2. Receive and File:
  - a) Skansie Ad Hoc Committee Minutes of May 20, 2008
  - b) AWC RMSA Loss Control Grant.
3. Appointment to the Planning Commission.
4. Appointments to the Design Review Board.
5. 2008 Watermain Replacement Materials Testing – CTL Testing Lab.
6. Crescent Creek Shelter & Restroom Re-Roof Contract.
7. Storm Water Facilities Maintenance & Restrictive Covenant Agreement – The Ridge at Gig Harbor (formerly Harbor Estates).
8. Resolution – Final Plat for The Ridge at Gig Harbor.
9. Approval of Payment of Bills for June 9, 2008:  
Checks #57862 through #57972 in the amount of \$345,062.97.
10. Approval of Payroll for month of May:  
Checks #5110 through #5136 and direct deposits in the amount of \$345,018.74.

**PRESENTATIONS:**

1. Recognition of Betty Willis – Service on Gig Harbor Arts Commission.
2. “Outstanding Wastewater Treatment Plant” Award Presentation.
3. Destination Imagination Presentation – Students from Kopachuck Middle and Voyager Elementary Schools.

**OLD BUSINESS:**

1. Third Reading of Ordinance – R-2 Zoning District Amendment (ZONE 08-0002).
2. Second Reading of Ordinance – PRD and PUD amendments (ZONE 07-0020).
3. Second Reading of Ordinance – Nonconforming use and structures amendment (ZONE 08-0001).
4. Tides Tavern Lease Agreement – Jim Morton.

**NEW BUSINESS:**

1. Proposed Closure of Canterwood Boulevard.
2. Bogue Viewing Platform – Public Art.

**STAFF REPORT:**

**PUBLIC COMMENT:**

**MAYOR’S REPORT / COUNCIL COMMENTS: Art in Public Places**



**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Harborview / Judson Street Open House – June 10<sup>th</sup>, 7:00 p.m., Community Rooms A&B
2. Finance Committee: Monday, June 16<sup>th</sup> at 4:00 p.m.
3. City Council / Design Review Board Joint Workstudy Session: Monday, June 16<sup>th</sup> at 6:00 p.m. Community Rooms A&B.
4. Hard Hat Tour of St. Anthony's: Thurs. Jun 19<sup>th</sup> at 3:00 p.m.
5. GH North Traffic Options Committee – Wednesday, Jul 9<sup>th</sup>, at 9:00 a.m. in Community Rooms A & B.
6. Community Meeting with Norm Dicks– Monday, July 21<sup>st</sup> at 5:00 p.m. Civic Center Green.

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

**ADJOURN TO WORKSTUDY SESSION:** City Council / PenMet Parks Board – Community Rooms A&B to discuss:

- Joint Maintenance
- Capital Projects
- Strategic Planning
- Park Use
- Tax Overlap resulting from City Annexations
- PenMet Annexation of the City

**ADJOURN:**

**GIG HARBOR CITY COUNCIL MEETING OF MAY 27, 2008**

**PRESENT:** Councilmembers Franich, Malich, Payne, and Kadzik. Councilmember Young acted as Mayor Pro Tem. Mayor Hunter, Mayor Pro Tem Conan and Councilmember Ekberg were absent.

**CALL TO ORDER:** 5:30 p.m.

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

1. Swearing In Ceremony – Reserve Officer Grant Boere. Chief Davis intruded Reserve Officer Boere and gave a brief overview of his background. Mayor Pro Tem Young performed the Swearing In Ceremony for Officer Boere.

2. Harborview / Judson Update. Rob Karlinsey, City Administrator, said that a 2008 Budget Objective is the design for street improvements and utility design work for Harborview and Judson Streets. He explained that the first step that the consultant has been asked to accomplish is an overall master plan concept from one end of the harbor to the other. This should be completed by the end of summer. He introduced Eric Schmidt to come forward and present information.

Mr. Schmidt provided brief introductions and background information for Barry Knight, Lead Consultant for CTS Engineers, David Saxon, Urban Design and Streetscape Specialist, and himself. He said that they have worked together for over a dozen years on streetscape projects in the Northwest to look at pedestrian safety, parking and how to make retail areas more active while protecting residential areas. Mr. Schmidt commented that this project is an opportunity to tie the area from Donkey Creek Park along the waterfront to the downtown area and up to Judson Street into one continuous walking route for both residents and tourists.

Mr. Schmidt continued to explain that it is clear from the stakeholder workshop that the main focus is to preserve the character and history of the area; not to make everything look alike. He further described how the project can help each area retain its character while improving parking and pedestrian amenities. He said that the technical advisory committee will meet prior to meeting with the stakeholders, and on June 10<sup>th</sup> the whole community will be invited to attend a workshop to find out what they would like to see. This cycle will be carried out three times to make sure that everyone has appropriate input while keeping Council up to date during the process.

Councilmembers asked about the timeline of the project. Mr. Schmidt described the construction phasing of the project to begin in February of 2009 and said that they would have a preliminary concept by the end of June to present to Council in a workstudy session. He said that they garnered a list of top ten priorities during their meetings that will be goals used in the design concept:

1. Maintain Waterfront character – keep the “quirky layout”
2. Maintain or expand parking opportunities
3. Repair and improve utilities
4. Improve the pedestrian realm on both sides of street
5. Balance tourism with local needs
6. Reinforce historic character – use materials, design and texture of older buildings
7. Traffic calming measures
8. Integrate art into the project
9. Expand historic & way finding signage / create a signature gateway entering downtown
10. Bicycle opportunities

Mr. Schmidt assured Council that what lies beyond the sixty feet of right of way will be taken into consideration because some of the nicest things about Gig Harbor are the rock walls, landscaped yards and other design elements along the upland side. He then talked about options for Uddenberg / Stanich Lanes and along Judson Street.

Mr. Schmidt then spoke to his experience with working with other historic downtowns. He explained that on a larger scale, he worked on the City of Boston where he was in charge of the Historic Neighborhood Urban Design Plans along the central artery. On a smaller scale, he has worked in Edmonds, Bainbridge Island, Puyallup, Tacoma, Snoqualmie, and Salem, Oregon.

Mr. Schmidt announced that the Stakeholder Meeting is tonight at 7:00 p.m. and invited any councilmember that was interested in attending.

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of May 12, 2008.
2. Liquor License Renewals: Target Store; Puerto Vallarta; Round Table Pizza.
3. Liquor License Application: Gig Harbor Wine Cellars.
4. Resolution 753 – Surplus Vehicle.
5. Wagner Way Traffic Signal – Right of Way Easement Agreement Shell Gas Station & Mini-Mart.
6. Amendment to Assigned Counsel Agreement.
7. Resolution No. 754 - Support of Grant Application for Eddon Boat Park Development and Acquisition Reimbursement.
8. Resolution No. 755 – Skansie Ad Hoc Committee Schedule Extension.
9. Pierce County GIS Network Agreement & Agreement for Development of Quick view Mapping Services.
10. Appointments to Gig Harbor Arts Commission.
11. Pierce County/City Stormwater Mapping Inventory Services Contract.
12. Slay back and Vasquez – Release and Covenant Not To Sue.
13. Transportation Capacity Availability Report & Traffic Model – Consultant Services Contract / PTV America.
14. Amendment to Contract – Eddon Boatyard Park Design – Anchor Environmental.

15. Storm Water Comprehensive Plan Update – Consultant Services Contract / Pace Engineering.
16. 2008 Watermain Replacement – Bid Award.
17. Approval of Payment of Bills for May 27, 2008:  
Checks #57687 through #57861 in the amount of \$1,098,641.71.

**MOTION:** Move to adopt the Consent Agenda with Number 16 - 2008 Watermain Replacement Bid Award moved to New Business.  
**Franich / Payne** – unanimously approved.

**EXECUTIVE SESSION:** For the purposes of discussing potential litigation per RCW 42.30.110(1)(i).

**MOTION:** Move to adjourn to Executive Session at 6:00 p.m. for approximately 40 minutes for the purposes of discussing potential litigation per RCW 42.30.110(1)(i).  
**Franich / Malich** – unanimously approved.

**MOTION:** Move to return to regular session at 6:50 p.m.  
**Franich / Malich** – unanimously approved.

Councilmember Kadzik asked to be excused from the meeting to attend the Stakeholders Meeting.

**OLD BUSINESS:**

1. Second Reading of Ordinance – R-2 Zoning District Amendment (ZONE 08-0002). Jennifer Kester, Senior Planner presented this ordinance that amends the medium-density residential zone. She gave a brief overview of what the amendments would accomplish.

Ms. Kester then addressed questions raised by Councilmember Young at the last meeting regarding minimum density. She explained that this ordinance sets a minimum density of four dwelling units per acre in the R-2 zone, but six units are assumed in order to maximize the use of the land. She recommended another public hearing if Council wished to amend the minimum density to a larger number. She said that the amount of undeveloped R-2 lands isn't so high as to make a large difference if this was increased to a higher number.

Councilmember Malich asked for clarification on impervious coverage in other higher density zones. Ms. Kester responded that in the R-3 zone it is up to 60%; in RB-2 and B-2 it is up to 70%, and R-1 is up to 40%. Councilmember Malich responded that it would be more reasonable to set it at 50% in the R-2 zone.

Ms. Kester said that the Planning Commission felt that at six dwelling units per acre and the conditional allowance for four-plexes along with parking requirements, that 60% would yield a more buildable lot. She further explained that duplexes, which are outright

permitted in the R-2 zone, have ended up at the Hearing Examiner for impervious surface variances because they cannot meet the 40% requirement. It is a difficult number to meet for single family residence on a smaller lot, and definitely difficult for duplexes. She then said that in a PUD or PRD you have to meet the underlying zoning requirements, but not on an individual lot basis.

Councilmember Malich then asked for clarification on the passage of the emergency ordinance on the R-2 zone. Ms. Kester responded it was a non-conforming use allowance that would allow someone to rebuild to the same dimensions if damaged by an act of nature and that approximately 30% of the dwelling units in the R-2 zone are non-conforming. The current ordinance would take that 30% and grandfather them as a confirming, conditional use.

Ms. Kester then added that a RMD zone has up to 65% impervious coverage requirement with a slightly higher density allowance. The RMD zone is a planned community development area off Borgen Boulevard and eight dwelling units are presumed as opposed to the six in an R-2 zone.

Councilmember Franich asked for clarification on section four which addressed allowed density. Ms. Kester explained that if the property is not subdivided, then one dwelling unit would be allowed on a half-acre property because this is a legal lot of record. If subdivided, then the density standard would be applied.

Councilmember Franich commented that the density doesn't need to be increased in the R-2 zone in order to allow more flexibility.

Mayor Pro Tem Young reasoned that he wants the higher density to address both the issue of large homes jammed onto small lots and the city's struggle with affordable housing. He said his preference would be to go with five or six units per acre to make it more difficult to have single-family dwellings in these zones. The city would get more from its buildable lands and a chance to provide affordable housing in the future.

Ms. Kester added that less than four units per acre have been built in the R-2 zones along Soundview Drive recently because there was no minimum.

Councilmember Franich stressed the importance to be brought up to date on the buildable lands numbers and what the County has allocated as a requirement. He added that it isn't a good idea to make decisions for the city based on short-term market conditions. Councilmember Young clarified that it is his wish to ignore the market trends in order to address the needs for affordable housing.

Councilmember Malich disagreed; people should be allowed to choose what they build on their land and ignore the density requirements. Councilmember Payne clarified that as long as they don't subdivide, they are allowed to do so.

**MOTION:** Move to adopt Ordinance No. 1130 as presented.  
**Payne / Franich –**

**AMENDMENT:** Move to reduce the impervious coverage from 60% to 50%.  
**Malich / Franich –**

Councilmember Malich said that the reduced impervious coverage is a more reasonable approach to the increased density between the single-family residential and the R-3 zone. He said that the Hearing Examiner can still allow more coverage under a variance and we have to think about trees and all the other parts of the environment as well as density.

Councilmember Payne commented that this might be better suited for the Planning Commission to discuss; they carefully deliberated this proposal, and he is comfortable with what has been proposed. He said that concerns with density and impervious surface can be sent back to the Planning Commission with the appropriate discussion and staff input, but this ordinance should be approved tonight.

**AMENDMENT:** Move to reduce the impervious coverage from 60% to 50%.  
**Malich / Franich –** Malich and Franich voted aye. Young and Payne voted no. The motion failed.

Councilmember Payne again stated that the concerns on density and impervious coverage can be sent back to the Planning Commission for further discussion with staff input, but that this ordinance should be adopted as presented.

Councilmember Franich added that Planning Commission had valid points in regards to tri-plexes needing more coverage, so he is comfortable with the 60% impervious coverage.

**MOTION:** Move to adopt Ordinance No. 1130 as presented.  
**Payne / Franich –** three voted in favor. Councilmember Malich voted no. The motion failed due to the lack of a majority of the full body.

Mayor Pro Tem Young suggested that this be brought back at the next meeting. Rob Karlinsey, City Administrator, said that he would need to check parliamentary procedure, but he believes that something that fails has to have the party voting no to request it be brought back.

Councilmember Malich suggested sending this back to the Planning Commission to get the small change made to impervious coverage and have it back.

Councilmember Payne commented that they may chose not to make the change. He agreed with the argument for greener space, but said in order to bring urbanization to the city center to preserve the existing green areas we have to remember that we are governed by the Growth Management Act. If we don't comply we are in jeopardy of

losing grant and state funding. He said that the concerns of density and impervious coverage are best left to the Planning Commission. He pointed out the number of pages of documentation by the Planning Commission in support of their recommendation.

Mayor Pro Tem Young suggested that if there is a change of heart between now and the next meeting it could be brought back on the agenda. Councilmember Malich explained that he brought up his concerns at the first reading of the ordinance; no one agreed with him and so he doesn't believe he will be changing his vote. He recommended sending it back to the Planning Commission to reconsider.

Ms. Kester responded to questions by saying that there is no sunset on the non-conforming ordinance in place and an ordinance that addressed the 30% of non-conforming uses that exist appears later on the agenda. She said that Council could direct the Planning Commission to look into the minimum density and the maximum impervious coverage and come back with either more reasoning for their proposal or a different proposal. Due to their schedule it may take awhile before it comes back.

**MOTION:** Move to send this back to the Planning Commission.  
**Malich / Payne –**

Councilmember Franich commented on the rezone on Soundview Drive, saying that those houses marginally meet the characteristics of the existing development. If an amendment to increase density would lead to those houses on even smaller lots it's not a good idea.

**RESTATED MOTION:** Move to send this back to the Planning Commission.  
**Malich / Payne –** unanimously approved.

**NEW BUSINESS:**

1. Eddon Boat Remediation Agreed Order from Dept. of Ecology. Bill Joyce explained that he is the environmental attorney retained by the city for the Eddon Boat Remediation Project, and is before Council seeking approval for the agreed order to implement a sediment and upland clean-up at the Eddon Boat parcel. He described minor changes to the final agreed order and additional attachments. He described the project, saying that on the upland side there will be a reconfiguration of the shoreline, soil removal and removal of the flat bulkhead on the shoreline. On the sediment side there is going to be a significant amount of dredging, a cap placed over certain areas and long-term monitoring. He read an extensive list of permits that the city has already obtained in order to perform this work and finalized by saying this is a very important milestone; the Department of Ecology regulations for sediment clean-up are very rigorous and this level of sediment removal in a marine environment is a very complicated and lengthy process.

Mr. Joyce addressed several questions and said that there are two pieces still required; Senior Ecology review, which should occur within the next 48 hours, and the 30-day public comment period. He then explained that the capping of certain elements involves

the gradation between the more heavily impacted materials that will be removed and those that can be effectively isolated.

Councilmembers thanked Mr. Joyce for his efforts on behalf of the city. Mayor Pro Tem Young also thanked members of the legislative delegation who spoke to the Department of Ecology on the city's behalf.

**MOTION:** Move to authorize the Mayor to sign the Agreed Order agreement with the Department of Ecology.  
**Payne / Malich** – unanimously approved.

2. Public Hearing and First Reading of Ordinance – Height Restriction Area Criteria Amendment (ZONE 07-0012). Jennifer Kester presented the background information on this ordinance that would amend the criteria for removal from height restriction area in order to meet the intent. She said that this application was submitted by Carl Halsan in 2005 and has gone through several changes and review by the Planning Commission before this draft amendment came to Council. She then said that staff has discovered ambiguities with the proposed Criteria 2 that may lead to difficulty in administering this by the Hearing Examiner. She suggested that Council allow the public hearing and then she will come back to talk about process options.

Councilmember Payne asked for clarification on the process to avoid the potential for “creep down the hill.” Ms. Kester explained that the original version only looked at views within the height restriction area and not adjacent properties. The Planning Commission was concerned that the word adjacent was too limiting and so the term “line-of-sight” was used. This term is still ambiguous.

Councilmember Franich asked for further clarification. Ms. Kester said that the propose ordinance protects against the “creep” in that if the development blocked any view from any property within the line-of-sight whether or not they lie in the height restriction area, their potential views would have to be analyzed. Councilmember Franich then asked if the Planning Commission had considered the blocking of any portion of the view rather than a percentage, which take away the ambiguity. Ms. Kester said that no, and further staff analysis would need to be done to adequately address this.

Mayor Pro Tem Young opened the public hearing.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty briefly described the property adjacent to his, which is in the height restriction area. He addressed the application and asked where the numbers come from when half the acreage is R-1. He then said he takes contention with a question at the end of the application: “Is there public support for the proposed amendment?” and the response “Based on our canvassing of the community there will be support.” Mr. Fogerty stressed that no one had canvassed the adjacent seven neighbors and if it was, he wants to know when it was done. He said that he doesn't have a view of the harbor but his back yard has a historic garden which is his view. He asked why he should have to look at a three-story building at the top of the hill.



He then asked about an overall plan for the property. He said that before any change to the height restriction is approved a development plan needs to be in place and further analysis needs to be done.

Carl Halsan – PO Box 1447 – Applicant for Proposed Amendment. Mr. Halsan stressed that this amendment is not project specific; it applies to the whole city. He explained that a couple of property owners have approached him over the years with parcels that logically should be out of the height restriction area but the current criteria does not allow this. A recent Hearing Examiner decision to approve one didn't meet the criteria but did meet the intent. He said that his draft amendment attempts to follow the intent of the code to protect views of the Bay, the Sound and Mt. Rainier; not to have low squatty buildings in the harbor. If a property is developed to 35 feet and doesn't block a view of those three things, then logically and fairly should not be in the height restriction area. He said that the proposed amendment is less ambiguous than what exists now and in fact adds additional criteria. He asked Council to keep in mind that this all goes to the Hearing Examiner for approval and the burden of proof is on the applicant. He said the amendment is good language; better than what exists now.

Mayor Pro Tem Young asked if the intent of the added language “would not block, impair or adversely affect” is to mean 0% blockage of view. Mr. Halsan said that yes that this is how he reads it as well.

Councilmember Franich asked staff about changing this from a type four to a type three procedure. Ms. Kester clarified that this is to correct an error in the process ordinance.

There were no further comments and the Mayor Pro Tem closed the public hearing at 7:48 p.m.

Councilmember Payne asked if a property meets the criteria if it would be considered an exempt property within the height restriction area or if the property would be removed. Ms. Kester said the property would be removed from the map by ordinance.

Councilmember Malich asked if a property is removed from the height restriction zone if it affects the other zoning regulations such as square footage. Ms. Kester responded that if approved, the height limitation and allow the property to develop to the underlying height; nothing else would change.

Jeff Taraday, Assistant City Attorney, said that the ambiguities that were discussed earlier could lead to enforceability issues and so additional work could be done to improve the language. Ms. Kester offered to work with the applicant to come up with language to address this or alternatively, there are options with the mapping and topography to write very objective criteria that would potentially eliminate any ambiguity.

Councilmember Franich said that he disagreed with the Hearing Examiner's decision on the first exemption to the height restriction area. He said that the restriction area has done a lot to protect the character of Gig Harbor and there should be language added to

protect not only the view but the overall look of Gig Harbor, including the ridges. He said in his opinion, smaller houses fit in better with the character of Gig Harbor.

Mayor Pro Tem Young commented that he would like staff to work with the applicant to address the concerns. He voiced concern that the ordinance doesn't become overly restrictive because it's not the job of the city to protect private views at the advantage of one property owner over another. The city does have a duty to protect public views.

Councilmember Franich disagreed. He said that the draft ordinance talks about the intent to not restrict current or potential use of adjacent property. It doesn't mention "public view corridors." Mayor Pro Tem Young responded that this first came up during the visioning process that identified the public view corridors and expanded from there and we need to be very careful to do this with sensible public policy.

Ms. Kester explained that because this is applicant driven, she would work with Mr. Halsan to determine whether this comes back for a second reading as is or with amendments. If it comes back as written, Council has the option to reject it on legal grounds and then direct staff to draft a more legally viable amendment if desired.

Council asked about other options. Jeff Taraday said that there may be something in the code to allow Council to amend an applicant submitted amendment rather than directing staff to come back with a separate version. Mayor Pro Tem Young pointed out that the applicant paid to have this amendment brought forward.

Councilmember Franich asked if the Planning Commission had discussion on whether this should be done at all. Ms. Kester responded that it was a majority decision to move forward with this proposed amendment.

Councilmember Payne commented that he could think of seven or eight residential and/or commercial projects where the building is within the limits of the height restriction area, but they still block the view of the property behind them. He asked Council to think about this. Ms. Kester responded that the sixteen foot limitation is protecting the existing characteristic of the single-story, daylight basement homes.

Mayor Pro Tem Young announced a quick recess at 8:03 p.m. Session reconvened at 8:10 p.m.

3. Public Hearing and First Reading of Ordinance – PRD and PUD amendments (ZONE 07-0020). Ms. Kester briefly described amendments to the Planned Residential Development and Planned Unit Development chapters.

Councilmember Malich asked for clarification on density bonus. Ms. Kester explained that if you asked for a 10% increase in density you would have to show a 30% increase in required open space. She further explained that this ordinance does not change the density currently allowed in the existing code; it clarifies the process and standards that need to be met.

The public hearing was opened at 8:13 p.m. No one came forward to speak and the hearing closed.

Councilmember Franich asked if there had been any discussion of eliminating this provision altogether. Ms. Kester said that this amendment did not go before the Planning Commission, only the Planning and Building Committee who recommended direct consideration by City Council because they are process amendments rather than substantive content changes.

4. Public Hearing and First Reading of Ordinance – Nonconforming use and structures amendment (ZONE 08-0001). Ms. Kester read the proposed amendments to Ordinance 1122 in which Council directed the Planning Commission review the entire non-conformities chapter and bring back a recommendation.

There was discussion on language in paragraph three under Section 2, Paragraph C (3) and the consideration of different labor costs in the 50 percent replacement value. A recommendation was made that the words “fair market value” be inserted for uniformity.

Jeff Taraday said that a debate over what constitutes fair labor costs is not one to be held at the permit counter and so whatever the decision, it needs to be clear and as objective as possible.

Councilmember Franich asked how this relates to signs. Ms. Kester responded that non-conforming signs are addressed in the sign code, not in this section of the code.

5. 2008 Watermain Replacement – Bid Award. Councilmember Malich asked where the additional amount to complete this project would come from. Rob Karlinsey explained that money was budgeted for water tank painting and was determined that the Eastside Tank off Vernhardson didn’t need painting this year, resulting in a substantial savings. He explained that Fuller and Franklin Roads needed repair and it makes sense to replace the aged waterline at the same time.

Councilmember Franich referred to the repainting of the water tank as a prime example of something that gets into the budget that isn’t necessary.

Councilmember Payne commented that he is thankful that the engineering staff had the good sense to determine that it could be delayed and the money used for better purposes to provide dependable water to the citizens.

Mr. Karlinsey thanked Jeff Langhelm, Associate Engineer, for coming back in to address the questions on this agenda item.

**MOTION:** Move to authorize the award and execution of a public works contract for the 2008 watermain replacement project with Lydel

Construction Inc. in an amount not to exceed Two Hundred Thirty-nine Thousand Eight-Nine dollars and Twenty-One cents.

**Malich / Payne** – unanimously approved.

**STAFF REPORT:**

Olympic / 56<sup>th</sup> Ribbon Cutting Ceremony. Rob Karlinsey announced that this will occur on June 21<sup>st</sup> at 10:00 a.m. at the sidewalk in front of the Vallero Gas Station.

Rob Karlinsey announced that St. Anthony's Hospital has scheduled a Hard Hat Tour for the city officials on June 19<sup>th</sup> at 3:00 p.m. He suggested cancelling the Operations Committee Meeting usually held at this time until the following month to accommodate those who wish to attend. Council concurred.

Mr. Karlinsey then announced that the Street Scramble hosted by the Marketing Department this past week was a huge success. There were over 550 participants and city staff did a fabulous job.

Jeff Langhelm gave an update on the Onshore Outfall Project. He said that the final connection at the pump station at the location is complete and so the temporary sewer bypass would be removed. The final tie-in at the treatment plant will happen the first or second week in June with final paving in mid-June.

Councilmember Payne said that he had received good comments from the business owners about how the project was run.

**PUBLIC COMMENT:** None.

**MAYOR'S REPORT / COUNCIL COMMENTS:** None.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GH North Traffic Options Committee – Wednesday, June 11th, at 9:00 a.m. in Community Rooms A & B.
2. Downtown Business Plan – June 3<sup>rd</sup> at 5:00 p.m. at the Visitor's Center.
3. Finance Committee: Monday, June 16<sup>th</sup> at 4:00 p.m.
4. City Council / Design Review Board Workstudy Session: Monday, June 16<sup>th</sup> at 6:00 p.m. Community Rooms A&B.
5. Harborview / Judson Streets Stakeholder Meeting: Tues. June 10<sup>th</sup> at 7:00 p.m.; Tues. July 15<sup>th</sup> at 7:00 p.m. in Community Rooms A & B.
6. Operations & Public Projects Committee: June 19<sup>th</sup> at 3:00 p.m.
7. Olympic / 56<sup>th</sup> Ribbon Cutting Ceremony – Monday, June 23<sup>rd</sup> at 10:00 p.m.

**EXECUTIVE SESSION:** For the purposes of discussing potential litigation per RCW 42.30.110(1)(i).

**MOTION:** Move to adjourn to Executive Session at 8:52 p.m. for approximately 10 minutes for the purposes of discussing potential litigation per RCW 42.30.110(1)(i).  
**Franich / Malich** – unanimously approved.

**MOTION:** Move to return to regular session at 9:12 p.m.  
**Franich / Payne** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:12 p.m.  
**Franich / Payne** – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1- 20  
Disk #2 Tracks 1- 22

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Derek Young, Mayor Pro Tem<sup>2</sup>

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Molly Towslee, City Clerk

## 2008 Skansie Brothers Park Ad-Hoc Committee

Minutes of 5<sup>th</sup> Public Meeting  
May 20<sup>th</sup> 2008  
Gig Harbor City Hall  
Community Rooms A&B

**Present:** Committee Facilitator: Jim Borgen. Committee Members: Dee Dee Holser, Tomi Kent Smith, Randy Babich, Gregg Lovrovich, Marc Handelman, John Moist, Victoria Blackwell. Staff present: Lita Dawn Stanton and Ian Ward.

**Absent:** Committee Member: Jeane Derebey and Kathy Franklin.

**Call to Order:** 6:02

### **Review of Minutes: April 22<sup>nd</sup> 2008**

#### **Approval of Minutes as presented:**

Marc Handelman / Tomi Kent Smith; Passed – unanimously.

### **New Business:**

Jim Borgen opened by reading the resolution establishing the 2008 Skansie Brother's Park Ad Hoc Committee. He also outlined the meeting format and the agenda for the night's meeting.

#### **1. Net Shed Background and Updates**

Lita Dawn Stanton presented a PowerPoint which provided background information relating to the Skansie Net Shed. The net shed does qualify for the City, State and National registers of historic structures. Net sheds will be added to the Washington State Historic Trust 2008 List of Most Endangered Structures. She gave background information concerning solutions for stabilizing the structure and the recommendation comments from consultants and engineers. She stated that the stabilization of the net shed would require the inventory, removal and storage of the artifacts currently located in the shed.

Lita Dawn also suggested that this project could be approached in stages depending on the desired use. She suggested that the committee discuss what the desired use is and that that would help drive what steps are required to stabilize the structure and to what degree.

Jim Borgen led the discussion by suggesting that the committee look at the recommendation of the 2003 Skansie Ad Hoc Committee so as not to reinvent the wheel. He went further to ask Gregg Lovrovich about the previous committee's discussions and recommendations

concerning the shed. Gregg Lovrovich reported that the 2003 Ad Hoc Committee discussed the stabilization of the net shed and that they had recommended that the structure be used as a "living history" exhibit with low occupancy.

Jim Borgen asked for additional comments from the committee. Victoria Blackwell commented that the net sheds, while not specifically unique to the harbor, are important in terms of preserving the history of the harbor. There was further discussion as to what living history means.

Randy Babich asked about the costs of stabilizing the net shed; specifically the cost to move the net shed in order to drive replacement piling. John Moist commented that a barge could be used for the shed while the pile driving portion of the project is done.

Randy Babich asked if it was possible to get the advice of Mike Vlahovich, who was sitting in the audience. Mr. Babich commented that there have been, historically, other docks which have collapsed in the harbor and that the net shed, with its decaying pilings is in danger of doing the same. Mike Vlahovich stated that he thought that removing the extra weight of the sheds contents would certainly help the structure and maybe buy the City some time. Mr. Mike Vlahovich also commented that while the bottom line is ultimately important in any project, salvaging this building and preserving the structure should be driven by the intended use and the goal of preserving the shed. He suggested that this project be viewed in steps rather than as a large restoration project. He also stated that the City has a responsibility to preserve the historic structures for which it has been entrusted for the future.

Tomi Kent Smith asked about the contents of the net shed and the bids which have been received. Lita Dawn Stanton responded saying that bids have been received and will be reviewed by the Operations Committee. The artifacts will be inventoried, cataloged and stored at the City's expense until the shed is stabilized. She anticipated that the inventory would start in the fall of 2008 after the fishing season.

Jim Borgen commented that he thought that taking this project in steps and determining the eventual use of the shed would be the best way to move forward this project. The items that need to be addressed include determining applicable grants, determining whether or not we should register the net shed, determining the desired uses and determining the steps that need to be taken to stabilize the structure.

There was further discussion concerning the community's access to the shed and the viewing of its contents. Several committee members commented that they would like to see the shed stabilized for low impact access, allowing the community the opportunity to experience the shed the way it was historically, but in limited numbers.

Lita Dawn Stanton suggested that the committee develop a recommendation for the net shed followed by a vote. Jim Borgen then led the committee in developing a recommendation, discussing a nomination of the shed to the city historic register as well as state and national registers. The committee members discussed amongst themselves the pros and cons of various considerations.

**Recommendation:**

We recommend to preserve the net shed by applying the following treatments: register, stabilize and rehabilitate the structure and to program it as a living heritage site.

Approval Babich / Lovrovich: Unanimous

After the vote, there was time for public comment. One member of the public suggested that the net shed be dismantled and replaced by a replica using the original materials along with the modern materials so that the structure's space can be used as a restaurant or other use. The committee members discussed the fact that the existing structure could not be replaced by a modern structure because of the new building codes and restrictions for construction over the water. Victoria Blackwell commented that in replacing the existing shed with a replica the historic authenticity of the structure is lost.

**2. Jerisich Dock Extension**

Jim Borgen transitioned the group into the next topic for discussion and turned it over to Lita Dawn Stanton to share some background research and information regarding Jerisich Dock.

Jack Lincke asked if it was an appropriate time for him to read a letter on behalf of the Canoe and Kayak Racing Team. He continued by saying that the team was still looking for a home to store their boats. The letter which he read outlined the club's request to be allowed to use the net shed in order store the team's boats.

At the completion of Mr. Lincke's presentation, committee members thanked him for his attendance and input at the meetings. However, it was decided that the net shed was not the correct location as the



team's storage facility both due to functionality and the building's historic integrity.

Lita Dawn Stanton continued with her presentation regarding Jerisich Dock outlining the restrictions associated with state funding that was acquired to build the original dock. She then outlined the three proposed extensions including a 70-foot extension off the end of the dock (approximate cost: \$400,000 to \$500,000), an L-shaped extension (permanent or 4 month temporary) and/or three fingers off the main span of the existing dock (estimated cost of \$35,000 for floats only). Estimated costs and funding sources associated with the project were discussed.

John Moist expounded on the L-shaped extension which he originally proposed to the City saying that the main purpose of any of these extensions is to bring more boating traffic to the downtown. He stressed that his proposal is to have temporary floats, expanding the use of a float extension from 5 days during the Gig Festival to 4 months during the entire summer. This proposal would require piling. The proposal as presented by Mr. Moist would mean that the City rent floats for the 4 months and then have them removed during the fall and winter.

There was further discussion as to whether or not the additional moorage makes sense and whether or not it would be used. Lita Dawn asked the committee to consider whether or not the extensions impact the view corridor and if it is important to preserve this park asset.

The committee debated the pros and cons to each proposed extension. It was decided that the 3-fingered pier configuration is not as functional as the other proposals because of overall reduction in linear feet of moorage space. The committee also debated the number of boats docking at the dock as well as the number of boats anchoring out in the middle of the harbor. Randy Babich asked whether or not commercial vessels could be docked on the extensions, given that the city pays for the extension. Lita Dawn stated that it would have to be discussed/approved by the state but that it was a possibility.

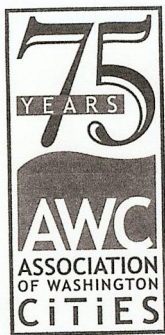
Gregg Lovrovich suggested that the City charge a moorage fee to boater's using the dock in order to get some money back for the City's investment. Lita Dawn informed the committee that the City Attorney recommended that the City not charge due to the liability associated with charging a fee.

Jim Borgen asked the committee whether or not they wanted to wait until the next meeting to make a Jerisich recommendation or if the

wanted to vote on it before adjourning. The committee decided to visit the issue again at the next meeting. Jim Borgen then outlined the agenda for the next meeting which will include the completion of the dock extension discussion and recommendations regarding Skansie House.

**Adjournment:** 8:05

Scribe: Ian Ward



1076 Franklin Street SE • Olympia, WA 98501-1346  
360-753-4137 • Toll Free: 1-800-562-8981 • Fax: 360-753-0149 • Insurance Services Fax: 360-753-0148

www.awcnet.org

May 27, 2008

Molly Towslee  
City Clerk  
City of Gig Harbor  
Gig Harbor, WA 98335

Re: **AWC RMSA Loss Control Grant Confirmation Letter**

Dear Molly,

Congratulations! Your application for our annual 2008 Loss Control Grant has been approved. The following information outlines the provisions of the grant:

**Grant Recipient:** Gig Harbor                      **Amount of Grant:** \$ 1,000.00

**Application Approved:** Hire a contractor to video sewer lines  
**Apps Not Approved:**

This grant money must be completely expended by **October 15, 2008** or the city/town agrees to forfeit the entire grant. Requests for reimbursement must be made by **October 31, 2008** and must contain a statement describing the results of the grant and an itemized list of expenses incurred. (Photos would be appreciated too.) **We will send a check for the full amount of the grant when the project as described in your application has been fully completed and a receipt for work done is received in our office.**

The complete list of participants and winning projects will be published in the next issue of *Managing Your Risk* newsletter.

Please indicate by your signature and your mayor's signature (or city administrator or town manager) that you understand these provisions and intend to use the grant for the purpose as described in your grant application. Again, congratulations. If you have any questions, please call me.

Sincerely,

*Fred*

Fred Crumley, MS, ARM-P  
Risk Manager

I hereby agree to the terms and conditions of the grant as outlined above:

Mayor: *Pro Tem: [Signature]* Grant Administrator: *[Signature]*  
Date: 6/3/08 Date: 06/02/08

**This document (or copy with original signatures) must be signed and returned to Fred Crumley at the AWC RMSA. A copy should be kept on file with the clerk-treasurer.**





**Subject: RE-APPOINTMENT TO PLANNING COMMISSION**

**Proposed Council Action:**

A motion to re-appoint Dick Allen to serve another six-year term on the Planning Commission

Dept. Origin: Administration

Prepared by: Mayor Hunter

For Agenda of: June 9, 2008

Exhibits: Application Package

Initial & Date

Concurred by Mayor:

*CHH 6/5/08*

Approved by City Administrator:

*PK 5/28*

Approved as to form by City Atty:

\_\_\_\_\_

Approved by Finance Director:

\_\_\_\_\_

Approved by Department Head:

\_\_\_\_\_

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

The term for one position on the Planning Commission expires in June. After advertising for the position, the city received three letters of interest.

The first is a letter from Dick Allen requesting re-appointment. The other letters are from Michael Bickford and James Suckow.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The Board and Commission Candidate Review Committee concurred with my recommendation to re-appoint Dick Allen.

**RECOMMENDATION / MOTION**

**Move to:** Re-appoint Dick Allen to serve another six-year term on the Planning Commission ending June, 2014.

MAY 08 2008

CITY OF GIG HARBOR

May 8, 2008

Chuck Hunter, Mayor  
City of Gig Harbor  
Gig Harbor, WA.

Dear Mayor Hunter,

Please find enclosed my application for serving on the Gig Harbor Planning Commission, as outlined in a Peninsula Gateway announcement on March 26, 2008.

My reason for interest in this position is simple.....we choose to live here because of the history, character, friendly citizens, and harbor-related beauty. Growth and change are inevitable, but can be accomplished within Gig Harbor's historical context and marine attributes. I would like to help in this effort.

Respectfully,

  
Michael E. Bickford  
3155 Erickson St.  
Gig Harbor, WA. 98335  
253-853-3557  
harborhawk@comcast.net



**EMPLOYMENT APPLICATION**  
 City of Gig Harbor  
 3510 Grandview Street, Gig Harbor, WA 98335 ph (253) 851-8136

Position Applied For: <i>Planning Commission member</i>	Date Received:	PLEASE TYPE OR PRINT USING BLACK BALL POINT PEN
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**PERSONAL INFORMATION**

Name: Last <i>BICKFORD</i>	First <i>MICHAEL</i>	M.I. <i>E</i>	Telephone Number(s): <i>253-853-3557</i>
Current Mailing Address: <i>3155 ERICKSON ST</i>	City <i>Gig Harbor</i>	State <i>WA</i>	Zip Code <i>98335</i>
How long? <i>5 yrs</i>			
List activities or commitments that may interfere with attendance requirements. <i>NONE</i>			
Are you over 18 years of age?	Will Visa or Immigration status prevent lawful employment? <i>NO</i>		
	If required, can proof of citizenship, Visa or Alien registration be provided? <i>Yes</i>		
Have you ever been convicted of a felony? <i>NO</i>			
Have you been convicted of a crime other than a civil infraction such as a parking ticket, within the past seven years? <i>NO</i>			
If the answer is yes to either question, explain in detail. A second sheet may be attached. If you require clarification, please ask.			
Have you ever applied for employment with the City of Gig Harbor? If Yes, please give date and position: <i>NO</i>		Who referred you to this position? <i>self</i>	

**EMPLOYMENT INTERESTS AND SKILLS**

Type of employment desired: Permanent      Temporary	Salary Desired:	Date available for work: <i>NOW</i>
List specialized skills, training and software knowledge.	<i>International business; living abroad, language skills; public relations</i> <i>Microsoft Vista</i>	

**EDUCATION**

Name of School	Address of School	Grade Complete Or Degree(s)	Subject Studied or Major
<i>STEWART JR HIGH Lincoln High</i>	<i>5th &amp; Pacific - Tacoma 37th &amp; G ST - TACOMA, WA</i>	<i>diploma</i>	<i>college prep</i>
<i>US Naval Academy</i>	<i>Annapolis, MD</i>	<i>—</i>	<i>Engineering</i>
<i>UW. of Washington</i>	<i>Seattle, WA</i>	<i>BA</i>	<i>CHINESE LANGUAGE &amp; BUSINESS</i>



**MILITARY**

Branch of Service: <i>USN-R</i>	Entry Rank: <i>Midshipman</i>	Rank upon discharge: <i>Seaman</i>	Dates: <i>1958-64</i>
What specialized training did you receive? <i>NAVAL AIR UNIT</i>			

**ACTIVITIES**

List school, civic or business activities and office held. (Exclude those which indicate race, color, religion or national origin) You may also list any hobbies or leisure time interests.

- STUDENT BODY PRESIDENT - STEWART JR. HIGH
- ACADEMIC CONGRESSIONAL APPOINTMENT - US NAVAL ACADEMY
- President's Award - MARKET DEVELOPMENT IN CHINA - WEYERHAEUSER CO
- PRESIDENT - AMERICAN CHAMBER OF COMMERCE OF CHINA, BEIJING
- President - WASHINGTON STATE CHINA RELATIONS COUNCIL, SEATTLE
- PRESIDENT - WEYERHAEUSER CHINA LTD
- MEMBER - Several Rotary CLUBS
- MEMBER - EIGHTHARBOR YACHT CLUB
- TEAM AWARD: MT. ST. HELENS POST-ERUPTION RECOVERY WEYERHAEUSER CO.

**EMPLOYMENT EXPERIENCE**

Give past employment record as completely as possible, starting with your present or latest employer. (If space is insufficient list on separate page or attach resume.) For unemployed or self-employed periods, show dates and locations.

Employer's Name and Address City and State	Dates: From To	Supervisor Name & Phone	Position and Salary	Reason for Leaving
WEYERHAEUSER CO Federal Way, WA. (Executive)	1973 2003	DAVID LARSEN VP - Communications 253-924-2345	MGR/Director/ Gen Mgr	Retired
Summer News Review newspaper Summer, WA (editor/writer)	1972 1973		editor/writer	another job
WASHA-STATE LIQUOR CONTROL BOARD (Store manager)	1967 1972	(unknown now)	store mgr	another job

**REFERENCES**

Give names of two persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.

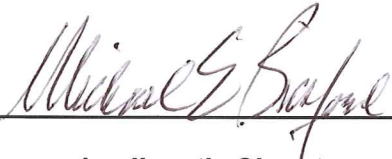
Full Name	Address (street, city, state & zip code)	Occupation	Years of acquaintance
James Tynan	29313-7th Pl South Federal Way, WA 98003	HR MGR retired	35 years
DAVID WALTERS	315 SUNDANCE CIRCLE PALM DESERT, CA 92211	Int. MKtg mgr-retired	22 years

Give names of any relatives (other than spouse), and/or acquaintances, in the employ of the City of Gig Harbor

Full Name	Occupation	Location	Relationship
NONE			

The City of Gig Harbor is an Equal Opportunity Employer. At the Employer's discretion, a physical exam may be required for certain positions. An appointment of promotion to a full-time position other than law enforcement officers shall not be regular for a period of six months. Probation is an extension of the selection process and failure of same as determined by the City Administrator or department manager does not constitute any right to appeal under these regulations. The City Administrator or the department manager may terminate employees on probation. Upon satisfactory completion of the probationary period, the employee shall gain regular status.

I certify that the answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts called for herein will be sufficient cause for cancellation of consideration for employment or dismissal from City's service if I have been employed. I understand that employment may be subject to a physical examination. I understand that if I am employed, a certified birth certificate or other evidence of birthplace and citizenship may be required.



**Applicant's Signature**



**Date Signed**



## GIG HARBOR PLANNING COMMISSION



Gig Harbor Mayor, Chuck Hunter, is issuing a call for citizens interested in serving on the Gig Harbor Planning Commission. Applicants should be living within the Urban Growth Area of the City of Gig Harbor.

The Planning Commission provides guidance and recommendations to the City Council on comprehensive land-use planning matters. Meetings of the Planning Commission are conducted on the first and third Thursday of each month during the evening. The term for Planning Commission members is six-years.

Persons interested in serving on the Planning Commission should send a letter of interest by Thursday, May 8, 2008. Please send the letter of interest and application to the Mayor, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335. An application may be downloaded at [www.cityofgigharbor.net](http://www.cityofgigharbor.net). The position is strictly volunteer and is not subject to compensation by the City.

*Peninsula Gateway 3/16/08 RGA*

21770295

**Michael E. Bickford**  
Weyerhaeuser Company  
Federal Way, Washington

**Current Duties**

- **Director, Corporate Marketing Communications and Advertising**  
Responsible for overall company brand and identity unity, marketing communications integration and corporate reputation advertising.
- **Board of Directors Member, Weyerhaeuser China Ltd.**  
Part of group that oversees geographic reputation, marketing identity and government relationships in China.

**Past Duties**

- **Director, Corporate Public Relations and Positioning**  
Responsible for plan and tactics to manage the company's reputation and outreach programs, for competitive advantage with key stakeholders.
- **Director of Communications–Pulp, Paper and Packaging**  
Formed and managed team to provide counsel to eight businesses generating 50 percent of company revenue.
- **General Manager - Weyerhaeuser China Ltd.**  
Started company subsidiary and was first resident manager (Beijing 1983-1991). Helped form American Chamber of Commerce of the PRC (Beijing) and served as President. Received Weyerhaeuser President's Award for China market development.
- **Regional Public Affairs Manager**  
Managed public policy issues at multi-business unit locations of 300 - 5000 employees, including company recovery from eruption of Mount St. Helens.

**Related Civic Activity**

- Executive Committee member and past President - Washington State China Relations Council
- President's Club, University of Washington

**Advisory Boards - Certificate Programs  
University of Washington**

- Professional Languages
- International Business
- Business for International Professionals

**Education**

- **University of Washington, Seattle**  
Asian Area Studies with Chinese language and International Communication emphases.

RECEIVED  
APR 11 2008  
GIG HARBOR

3603 Ross Ave.  
Gig Harbor, WA 98332  
April 10, 2008

Chuck Hunter, Mayor, Gig Harbor,

In response to the invitation to apply for the upcoming position on the planning commission, let me take the opportunity to tell you how much I have enjoyed and appreciated serving in that position. Staff and those serving on the current commission are very talented, dedicated, and sincere. It is a privilege to be a part of this group.

I would like very much to fill the upcoming vacancy on the Planning Commission. I have particular interest in the review of the Shoreline Master Plan and the development of the neighborhood design concept.

I appreciate the heavy load carried by the council and look forward to serving their needs.

Sincerely,



Dick Allen

**James A. Suckow**

Work: Mailstop NB1-1G3 Weyerhaeuser Company, Tacoma, WA 98477  
Home: 7506 Soundview Drive, Gig Harbor, WA 98335  
(253)924-6755(W) (253) 851-1975(H)

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**OBJECTIVE**

Business management role in Weyerhaeuser requiring the imaginative use of leadership to solve interesting business problems through the application of information technology.

**PROFESSIONAL EMPLOYMENT**

1977 to present

**WEYERHAEUSER COMPANY, TACOMA, WA.**

**DIRECTOR, TIMBERLANDS/INTERNATIONAL/INDUSTRIAL WOOD PRODUCTS IT (2002 TO PRESENT).** Responsible for strategic leadership of IT for Weyerhaeuser's Timberlands sector and its International/Industrial Wood Products sector.

Results: managing a staff of 75 with annual budget of \$32 million. Implemented a common forestry inventory management system across US. Implemented a common raw material system across North America, retiring 30 legacy raw material systems and 40 scaling systems company-wide. Led IT operations internationally in five continents and in two Wood Products businesses.

**DIRECTOR, MANUFACTURING APPLICATION DELIVERY SERVICES, INFORMATION TECHNOLOGY (1997 TO 2002).** Led the delivery and support of all manufacturing applications across North America for Pulp, Paper, and Packaging (PPP) and Wood Product (WP) Sectors.

Results: provided manufacturing IT leadership for over 100 manufacturing facilities, with a staff of 120 professionals, an annual budget of \$15 million. Application responsibilities include product tracking systems, process information management systems (PIMS), process reliability systems, manufacturing execution systems (MES), and environmental management systems.

**APPLICATION DELIVERY MANAGER, TIMBERLANDS INFORMATION SERVICES (1993 TO 1997)** Responsible for application development and support for all major Timberlands Business Applications.

Results: led a unit of 30 project managers, developers, and analysts. Responsible for delivery and/or support planning of over 50 business applications across Timberlands. Major implementations included: Oracle Manufacturing/Oracle Financials ERP System for Nursery Business, Land/Title System for Legal Department, Geographic Information System (GIS) for Timberlands.

**INFORMATION TECHNOLOGY PLANNING MANAGER (1992 TO 1993).** Managed an information technology service group focused on providing IT planning services for Weyerhaeuser businesses and mills.

Results: unit developed IT business plans for several mills and transition plans to open systems for several businesses, mills and timberlands division.

**MANUFACTURING SYSTEMS MANAGER (1990 TO 1992).** Managed an IT unit focused on providing system support to Weyerhaeuser manufacturing facilities.

Results: staff supported manufacturing software application development in all major businesses in Weyerhaeuser (paper, pulp, wood products, and timberlands).

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**PROFESSIONAL EMPLOYMENT (continued)**

**DIRECTOR, WEYERHAEUSER SCIENTIFIC COMPUTING (1981 TO 1990).**

Led the application and coordination of technical computing and analytical services to Weyerhaeuser mills, businesses, and research/engineering units.

Results: provided information technology support to all major Weyerhaeuser facilities and businesses. Served on several Company-wide strategic information technology councils. Managed a major central data center. Managed several information technology projects. Helped launch total quality effort in Weyerhaeuser. Led five units with staff of 80 and \$10 million annual budget.

**SOFTWARE ENGINEERING MANAGER, WOOD PRODUCTS PROCESS CONTROL (1977 TO 1981).** Provided leadership for development and support of process control software for Wood Products, with responsibilities in manufacturing applications in wood products, paper, pulping and timberlands. Led staff of 15.

**1976 to 1977**      **SOFTWARE ENGINEERING MANAGER, GTE, MOUNTAIN VIEW, CA.** Managed and participated in development and delivery of real-time, electronic intelligence systems.

**1973 to 1976**      **PULPING SYSTEMS MANAGER, ABB, COLUMBUS, OH.** Led a unit responsible for development and support of batch and continuous pulping control systems for paper and pulp industry. Installed 15 digester control systems.

**1971 to 1973**      **INFORMATION SYSTEMS MANAGER, US ARMY.** Managed all information systems activities at a US Army post. Served as Army officer in Military Police Corps.

**EDUCATION**

2000      George Washington University Masters Certification, IT Project Management

1981      Pacific Lutheran University, MBA.

1976      DeVry Institute of Technology, BS, Electrical Engineering.

1971      Washington State University, BS, Computer Science & Mathematics.

**ORGANIZATIONS**

Since 1980      Served on board of directors for several civic/charity organizations in support of the community.

Since 1971, 1981      Member of Beta Gamma Sigma and Pi Mu Epsilon honorary fraternities for business management and computer science/mathematics.

Since 1965      Member of several computing and management-related associations.



# Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Jim Suckow  
Physical Address 7506 Soundview Drive Phone 253.851.1975  
Mailing Address Same (Hunt Mansion)  
City Gig Harbor State WA Zip Code 98335

How long have you resided in Gig Harbor? 15 years  
Are you a resident of the City Limits? Yes  No  How long? 6 years

What is your interest/objective in serving on this Board or Commission? Benefit to Gig Harbor and its residents.

What is your educational background? MBA (PLU), MA (George Washington U), BS Electrical Engineering (DeVry Institute), BS Computer Science and Math (WSU), High School (Ephrata, WA).

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?  
No civic obligations. Member of IEEE, Beta Gamma Sigma, Pi Mu Epsilon.

What previous experience do you have serving on a board, committee or commission?  
Founding member on board of Help Hand House of Pierce County, past president of Our Savior Lutheran Church.

Where are you currently employed (job title, employer, dates, supervisor, phone)?  
Director Timberlands/International IT, Weyerhaeuser Company, 1977 to present, Supervisor: Kevin Shearer, CIO, (253) 924.6755

- Boards, Committees and Commissions Interest**
- Please indicate which Boards, Committees or Commissions you would be interested in serving on.
- Arts Commission
  - Building Code Advisory Board
  - Design Review Board
  - Lodging Tax Advisory Board
  - Parks Commission
  - Planning Commission
  - Volunteer \_\_\_\_\_

Please return completed application to:  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Applicant Signature [Signature] Date 5/7/08  
(Over)

**REFERENCES** (Please list a minimum of three (3) references).

Name	Address	Business	Phone Number
Emily & Will Appleton	8102 Stinson Gig Harbor	City of Gig Harbor Sr. Planner	253.228.8483
Michael Sweeney	St. Nick's Catholic School 3510 Rosedale, GH	Principal	253.851.5035
Don Lee	7422 Soundview Dr. Gig Harbor	Fire Fighter, GH	253.851.3567
Chris Abel	4673 Foyglove Dr. Gig Harbor	Sr. Project Mgr. Weyerhaeuser	253.677.0435

If more space is needed to answer one of the previous questions, please restate the question below then complete your response.

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**Subject: RE-APPOINTMENTS TO DESIGN REVIEW BOARD**

**Proposed Council Action:**

A motion to re-appoint Kae Paterson and Darrin Filand to serve another term on the Design Review Board.

**Dept. Origin:** Administration

**Prepared by:** Boards/Commission Review Committee

**For Agenda of:** June 9, 2008

**Exhibits:** Application Package

Initial & Date

**Concurred by Mayor:** CLH 6/9/08

**Approved by City Administrator:** RJK 5/28

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

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

**INFORMATION / BACKGROUND**

The terms for two positions on the Design Review Board will expired in July. Kae Paterson and Darrin Filand submitted letters asking to be re-appointed.

Charles Carlson has requested that someone be appointed to serve the remainder of his term. An advertisement to find citizens interested in serving on the committee has been placed.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The following recommendation came from the Board and Commission Candidate Review Committee.

**RECOMMENDATION / MOTION**

**Move to:** Re-appoint Kae Paterson and Darrin Filand to serve on the Design Review Board until July, 2012.



May 1, 2008

Mayor Chuck Hunter  
City of Gig Harbor

Chuck,

I think a letter is necessary to say that I would like to remain on the Design Review Board as a historic preservation representative. I feel that I'm beginning to understand what I'm doing and am registered to go to a training session on the 17<sup>th</sup>.

On the flip side, if you should get an application for the position from someone who is more qualified than I am, I would defer to that person.

Thank you.



Kae Paterson  
253-585-3147

May 19, 2008

Mayor Chuck Hunter  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

*Re: Design Review Board Re-Appointment*

Dear Mr. Hunter,

I am writing you to express great interest in continuing to serve the City of Gig Harbor through my volunteer efforts with the Design Review Board. I would be honored to serve on the Board for another term if you and the City Council so choose.

Sincerely,



Darrin M. Filand, AIA  
Chair, City of Gig Harbor Design Review Board



**Subject:** 2008 Water Main Improvement Project  
Materials Testing Services Contract

**Dept. Origin:** Public Works Department

**Prepared by:** Marcos R. McGraw  
Project Engineer *MEM*

**For Agenda of:** June 9, 2008

**Exhibits:** Consultant Services Contract

**Proposed Council Action:** Authorize the award and execution of a consultant services contract for the 2008 Water Main Improvement Project with Construction Testing Laboratories, Inc., for construction materials testing services in an amount not to exceed three thousand sixty-seven dollars and no cents (\$3,067.00).

**Concurred by Mayor:**

Initial & Date  
*CH 6/5/08*

**Approved by City Administrator:**

*PK 6/3/08*

**Approved as to form by City Atty:**

*JBT 6/3/08*

**Approved by Finance Director:**

*DL 6/4/08*

**Approved by Department Head:**

*JM 6/2/08*

Expenditure Required	\$3,067.00	Amount Budgeted	\$40,000.00	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

The City's 2008 Water Main Improvement Project (CWP-0809) provides for replacing an existing asbestos concrete pipe with a new ductile iron pipe for the water main under Franklin Avenue, Fuller Street and Burnham Drive. The proposed consultant services contract is for the materials testing of the soils and asphalt placement associated with this project.

**FISCAL CONSIDERATION**

The 2008 Water Capital Fund allocates \$40,000 under Objective No. 4 for this project. But additional funding for this project will be available from increased water fees, anticipated savings from actual 2008 project costs and/or delay of low priority projects until 2009.

**BOARD OR COMMITTEE RECOMMENDATION**

The Operations and Public Projects Committee reviewed this project with the proposed additions of Franklin Avenue and Fuller Street at their March 20, 2008 meeting and concurred with the appropriateness of performing all three water main replacements at the same time.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of a consultant services contract for the 2008 Water Main Improvement Project with Construction Testing Laboratories, Inc. for construction materials testing services in an amount not to exceed three thousand sixty-seven dollars and no cents (\$3,067.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CONSTRUCTION TESTING LABORATORIES, INC.**

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THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Construction Testing Laboratories, Inc, a corporation organized under the laws of the State of Washington located and doing business at 1201 East "D" Street, Suite 101, Tacoma, WA 98421 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in 2008 Water Main Improvement Projects (Burnham Drive, Franklin Avenue and Fuller Street) (CWP-0809) and desires that the Consultant perform material testing services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 14, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Estimated Hours and Fees**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed three thousand sixty-seven dollars and no cents (\$3,067.00) 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 A – Scope of Work and Estimated Hours and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.



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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 31, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take

over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise



from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

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

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

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

## **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

## **XIV. Non-Waiver of Breach**

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



### **XV. Resolution of Disputes and Governing Law**

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations 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:**

Construction Testing Laboratories, Inc.  
Attn: Dennis Smith  
1201 East "D" Street, Suite 101  
Tacoma, WA 98421  
(253) 383-8778  
FAX (253) 383-2231

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

### **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 \_\_\_\_\_, 2008.

CONSULTANT  
By:   
Its Principal - *General Manager*

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT:  
Construction Testing Laboratories, Inc.  
ATTN: Dennis Smith, Manager  
1201 East D St, Suite 101  
Tacoma, WA 98421  
(253) 383-8778  
FAX (253) 383-2231

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE        )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_





Exhibit A – Scope of Work and  
Estimated Hours and Fees

1202 East "D" Street, Suite 101, Tacoma, WA 98421  
TEL # (253) 383-8778 / FAX # (253) 383-2231  
website: www.ctlwa.com

May 14 2008

**CITY OF GIG HARBOR**

3510 Grandview Street  
Gig Harbor, WA 98335  
ATTN: **MARCOS MCGRAW**  
EMAIL mcgraw@cityofgigharbor.net

REF: **2008 WATER MAIN REPLACEMENT (CWP-0809)**  
Inspection & Testing Services

Dear Mr. McGraw:

We are pleased to submit our proposal to provide special inspection and testing services for the above project.

**CERTIFICATIONS:**

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

We are currently providing similar services for the Combined Arms Collective Training Facility; as well as miscellaneous projects throughout Fort Lewis.

We have provided similar services for such projects as the Tacoma Dome, Tacoma Sheraton Hotel, Tacoma Financial Center, Frank Russell Building, Remann Hall, and Intel in DuPont.

Projects in DuPont Domtar Gypsum Plant, Pierce County Detention Center in Tacoma. Simpson Kraft, Masushita Semiconductor Plant in Puyallup and numerous projects for the Port of Tacoma, Puget Sound Energy and for the Western Washington school districts.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

**SOILS:**

• Soil Technician (Inspector).....	\$	52.00/hr
• In-Place Density Tests.....		<b>NO CHARGE</b>
• Maximum Density-Optimum Moisture Determination Analysis.....	\$	175.00/ea
• Sieve Analysis (Coarse & Fine Washed / C-117, C-136).....	\$	150.00/ea
• Sand Equivalent (D-2419).....	\$	85.00/ea

**ASPHALTIC CONCRETE:**

• Asphalt Technician (Inspector).....	\$	52.00/hr
• In-Place Density Tests (Nuclear).....		<b>NO CHARGE</b>
• Extraction-Gradation Tests (C-117).....	\$	180.00/ea

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**2008 WATER MAIN REPLACEMENT (CWP-0809)**



1202 East "D" Street, Suite 101, Tacoma, WA 98421  
 TEL # (253) 383-8778 / FAX # (253) 383-2231  
 website: www.cctlwa.com

May 14 2008

REF: **2008 WATER MAIN REPLACEMENT (CWP-0809)**  
 Inspection & Testing Services

- Marshall Test (per specimen)..... \$ **450.00/ea**
- Maximum Theoretical Density (Rice)..... \$ **110.00/ea**

**MILEAGE:**

- Mileage..... \$ **NO CHARGE**

**BASIS OF CHARGES:**

Three-hour minimum for special inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Four hour minimum for weekends and holidays. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. Double time for Sundays and Holidays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.), Monday thru Friday will be charged 1.5 times the normal rate. Hourly rates and mileage are portal to portal. Terms are thirty (30) days from date of invoice. A minimum of (24) twenty-four hours notice is required to schedule technician(s).

**REPORTS:**

All overhead, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

<b>ESTIMATED TOTAL COST</b>	
TYPE OF INSPECTION & TESTING	ESTIMATED COST
<b>SOILS:</b>	
Approx. 27 hrs compaction testing .....	\$ 1,404 00
Approx. 3 ea Maximum Density-Optimum Moisture Analysis.....	\$ 525 00
<b>ESTIMATED COST:</b>	<b>\$ 1,929 00</b>
<b>ASPHALTIC CONCRETE:</b>	
Approx. 9 hrs testing.....	\$ 468 00
Approx. 2 ea Extraction/Gradation.....	\$ 450 00
Approx. 2 ea Rice Value.....	\$ 220 00
<b>ESTIMATED COST:</b>	<b>\$ 1,138 00</b>

**ESTIMATED TOTAL COST:**

Due to small amount of HMA, the laboratory testing may be reduced to **\$335.00** total. Therefore AC cost would be approximately **\$803.00**. Therefore, our estimated cost to provide special and testing services for this project ranges between **\$2,732.00 to \$3,067.00**

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,  
 Construction Testing Laboratories, Inc. (CTL)

Dennis M. Smith

Manager  
 e-mail: denniss@cctlwa.com  
 cell # 253-732-7575  
 DMS / fmd  
 cc: FILE

**2008 WATER MAIN REPLACEMENT (CWP-0809)**





**Subject:** Crescent Creek Shelter & Bathroom Reroof Contract

**Proposed Council Action:** Authorize the award and execution of the contract for the Crescent Creek Shelter & Bathroom Reroof Contract to United Pacific Structures Inc. for their bid quotation in the amount of Thirty-One Thousand Five Hundred Fifty-Two Dollars and No cents (\$31,552.00) including sales tax.

**Dept. Origin:** Public Works - Operations

**Prepared by:** Marco Malich  
Interim Director of Operations

**For Agenda of:** June 9, 2008

**Exhibits:** Construction Services Contract

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

*CHH 6/5/08*  
*RSK 6/3/08*  
*JBT 6/3/08*  
*WR 6/2/08*  
*DR 6/2/08*

Expenditure	Amount	Appropriation
Required \$31,552.00	Budgeted \$ 90,000	Required \$0

**INFORMATION / BACKGROUND**

The 2008 Parks Development Budget, Objective No. 1, provides for the replacement of the existing cedar shake roofs on the bathroom and shelter and the replacement of the existing play structure (ship) at City Park at Crescent Creek.

The restrooms, stone wall and water fountain at the park were originally built through the Works Progress Administration (WPA) program in 1936-1937. The restroom and shelter roofs are constructed with 30" hand split cedar barn shakes.

In accordance with the City's Small Works Roster Process (Resolution No. 592), seven potential contractors were contacted for price quotations. Only two contractors responded with the following price quotation proposals:

- The Roof Doctor Inc. \$ 24,697.60, including sales tax
- United Pacific Structures Inc. \$ 31,552.00, including sales tax

A contract was awarded to The Roof Doctor Inc. on April 14, 2008 for the proposed work. On May 12, 2008, Roof Doctor Inc. requested to terminate their contract, due to the manufacturer price of the cedar shakes increasing by 100%.

The original bid by United Pacific Structures for the work has been confirmed.

**FISCAL CONSIDERATION**

This work is within the \$90,000 budget for restroom/shelter roof and play structure replacement that was anticipated in the adopted 2008 Budget, identified under the Parks Development Budget, Objective No. 1.

**BOARD OR COMMITTEE RECOMMENDATION** – N/A

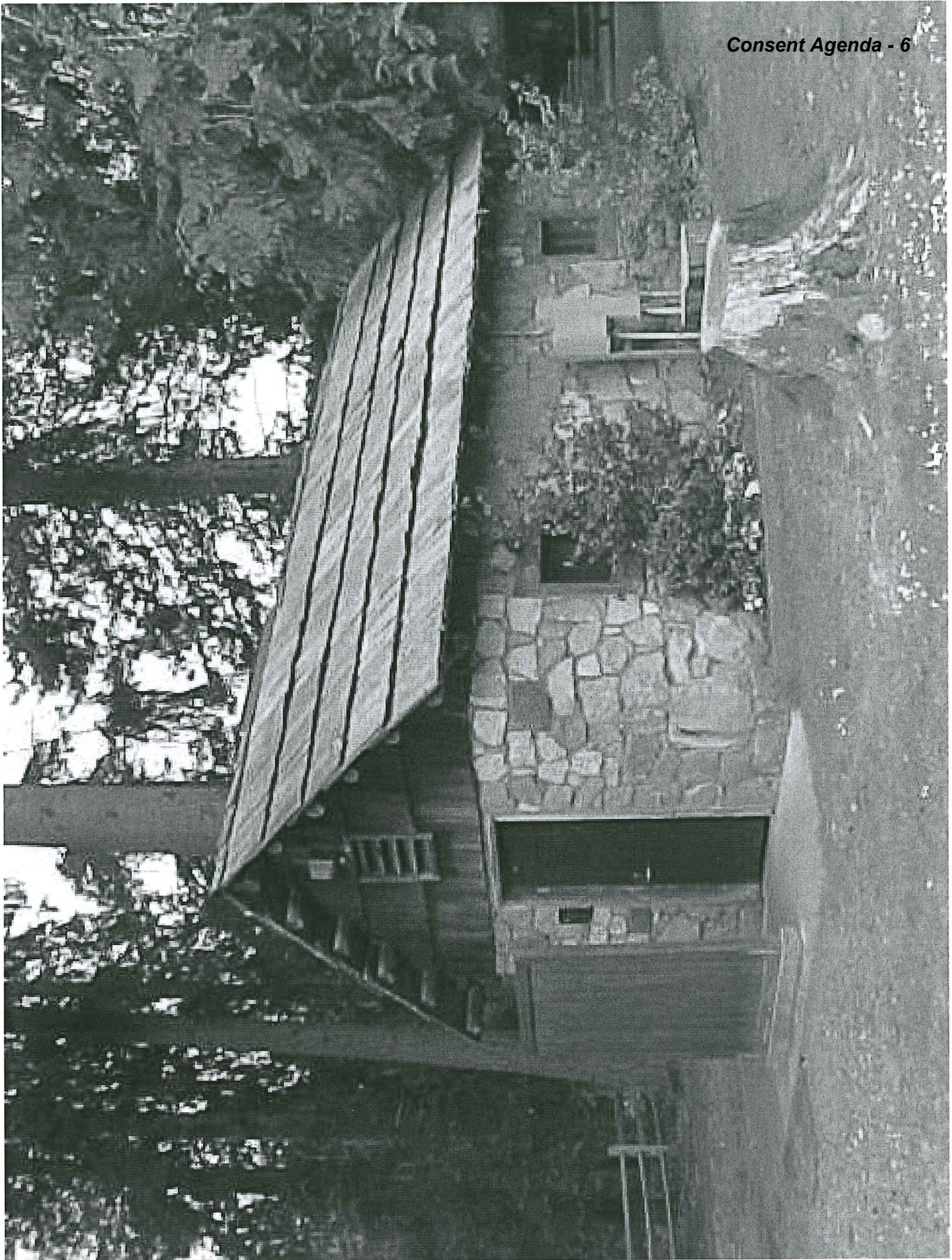
**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of the contract for the Crescent Creek Shelter & Bathroom Reroof Contract to United Pacific Structures Inc. for their bid quotation in the amount of Thirty-One Thousand Five Hundred Fifty-Two Dollars and No cents (\$31,552.00) including sales tax.

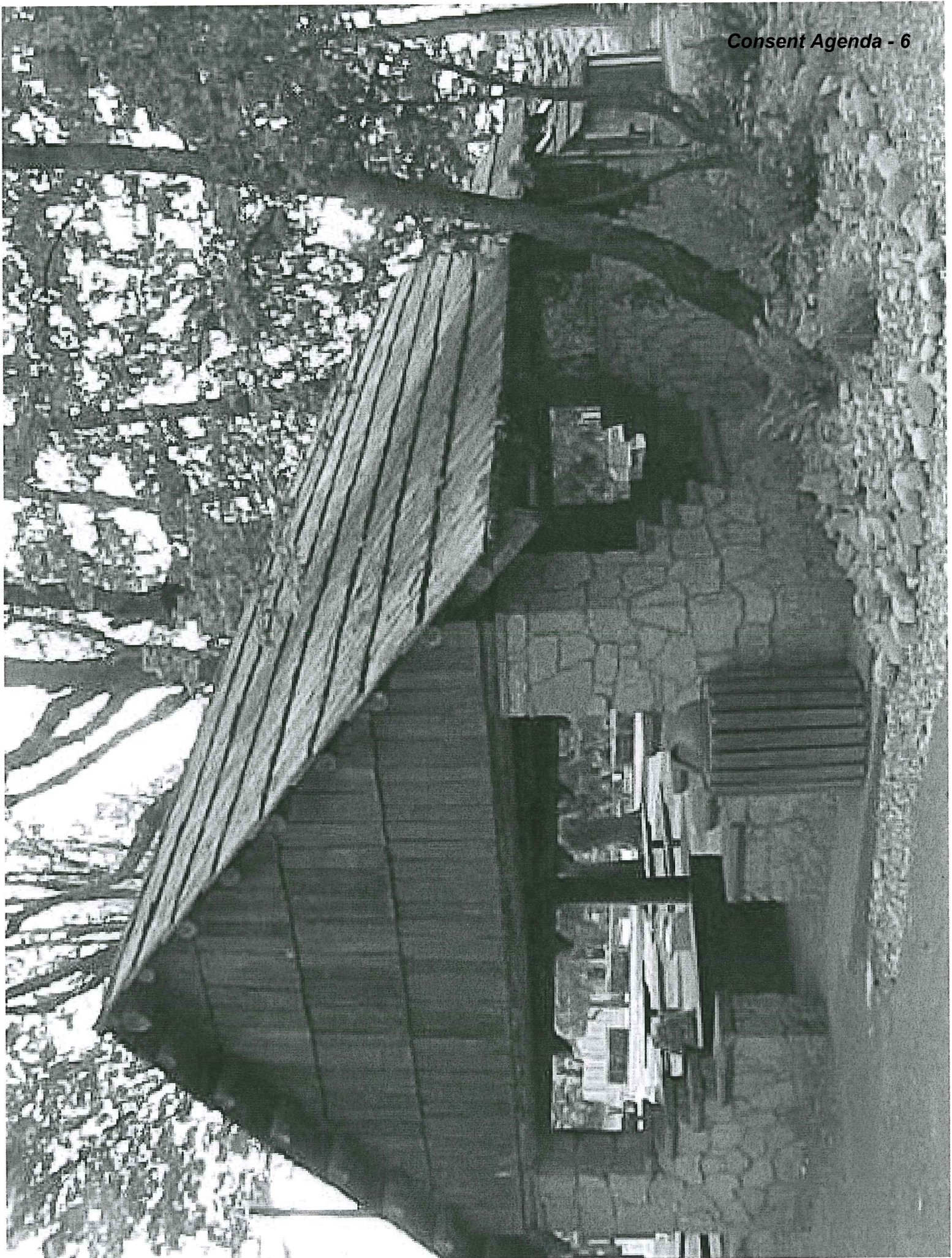
















**Subject:** Storm Water Facilities Maintenance and Restrictive Covenant Agreement- The Ridge at Gig Harbor (formerly Harbor Estates D-0616)

**Dept. Origin:** Public Works Department

**Prepared by:** William Hendrickson  
Engineering Technician

**For Agenda of:** June 9, 2008

**Proposed Council Action:** Approval of this Agreement as presented.

**Exhibits:** Storm Water Facilities Maintenance and Restrictive Covenant Agreement

Initial & Date

**Concurred by Mayor:**

CLH 6/5/08

**Approved by City Administrator:**

AK 6/4/08

**Approved as to form by City Atty:**

JBT 6/3/08

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

Jan 5/30/08

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

As a condition of project approval of the The Ridge at Gig Harbor (formerly Harbor Estates) and owned by United Western Development Incorporated, a Storm Water Facilities Maintenance and Restrictive Covenant Agreement is required. This will ensure that the storm water system will be constructed, operated and maintained in accordance with all the City's applicable rules and regulations. The storm water system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows the City a nonexclusive right-of-entry onto those portions of the property in order to access the storm water system for inspection and monitoring of the system.

This agreement has been approved as to form by the City Attorney, Carol Morris.

**FISCAL CONSIDERATION**

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

**RECOMMENDATION / MOTION**

Approval of this Agreement as presented.

AFTER RECORDING RETURN TO:

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

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

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

**Grantor(s) (Last name first, then first name and initials)**  
United Western Development Incorporated

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

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
Section 30, Township 22, Range 02, Quarter 34

**Assessor's Property Tax Parcel or Account Number:** 0222303002

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_

**STORM WATER FACILITIES MAINTENANCE AGREEMENT  
AND RESTRICTIVE COVENANT  
(City of Gig Harbor Project Number D-0616)**

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this 28<sup>th</sup> day of MAY, 2008, by and between the City of Gig Harbor, a Washington Municipal Corporation (hereinafter the "City"), and United Western Development Incorporated, a Washington Corporation, located and doing business at 1614 S. Mildred St Suite 12 (P.O. Box 64160, Tacoma, WA 98464) (hereinafter the "Owner").

**RECITALS**

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as a development called "The Ridge at Gig Harbor," located at Borgen Blvd. and Harbor Hill Drive (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

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

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of PacWest Engineering LLC, dated May 13, 2007 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

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

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



**TERMS**

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

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

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

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

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

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

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

**Section 8. Terms Run with the Property.** The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. Upon conveyance of the Property to a new landowner, the Owner shall be released from liability thereafter accruing hereunder, and the new landowner shall be substituted as the party responsible for performance of the duties and responsibilities described herein.

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

To the City:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
United Western Development Incorporated  
P.O. Box 64160  
Tacoma, WA 98464

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

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

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

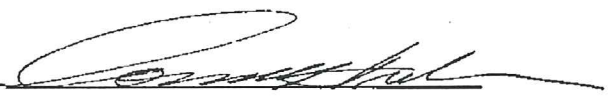
**Section 13. Integration.** This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

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

**THE CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Its Mayor

**OWNER**

By: 

Its: President  
(President, Managing Member, or Owner)

Print Name: Donald G. Hubel

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

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

DATED: 28 May, 2008

**ZENTA M. JONES**  
**Notary Public**  
**STATE OF WASHINGTON**  
My Commission Expires 6-1-08

Zenta M. Jones / Zenta M. Jones  
Notary Public in and for the  
State of Washington,  
Title: Office Manager  
My appointment expires: 1 June 2008

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

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expi

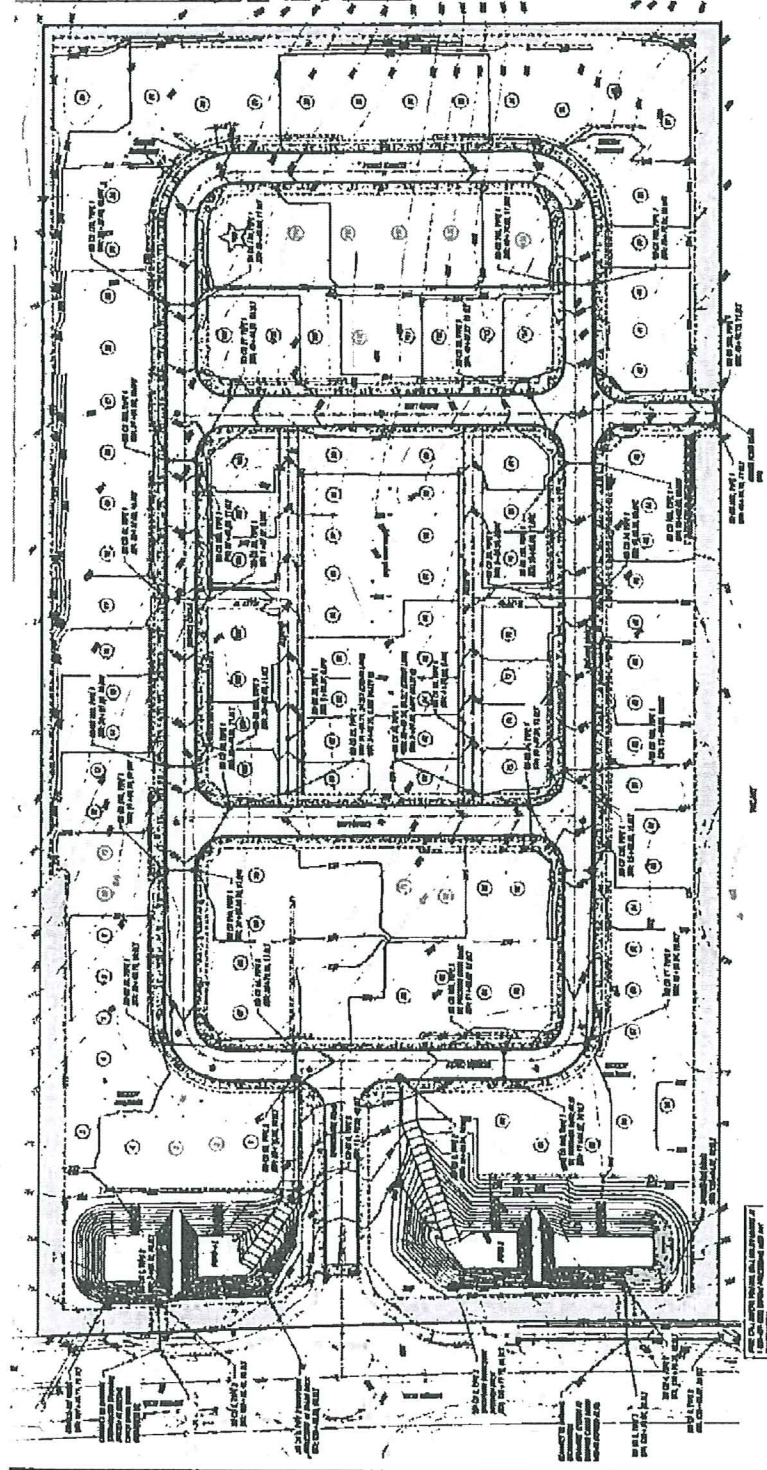
**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION**

The East half of the Southeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the Willamette Meridian; except Borgen Boulevard deeded to the City of Gig Harbor through AFN 2000-07-13-0671.

Tax Parcel #022230-3-002



### EXHIBIT B DRAINAGE SYSTEM DRAWING





Subject: Closed Record Hearing- Final plat
For "The Ridge at Gig Harbor"
(FPLAT-08-0001)

Proposed Council Action: Approve resolution

Dept. Origin: Community Development Department

Prepared by: Cliff Johnson, Associate Planner

For Agenda of: June 9, 2008

Exhibits: Resolution
Hearing Examiner's Decision
Final Plat Map

Initial & Date

Concurred by Mayor: [Signature] 6/4/08
Approved by City Administrator: [Signature] 6/4
Approved as to form by City Atty: CAM
Approved by Finance Director: N/A
Approved by Department Head: TD 6/4/08

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

INFORMATION/BACKGROUND

Attached for your consideration is a resolution approving the final plat for the Ridge at Gig Harbor subdivision (FPLAT 08-0001), located immediately north of the intersection (roundabout) of Borgen Boulevard and Harbor Hill Drive. The applicant is United Western Development Inc. The preliminary plat (plat) was conditionally approved, on May 29, 2007, for a 120 lot subdivision on approximately 19.32 acres. The plat at that time was named Gig Harbor Estates, but has since been changed to The Ridge at Gig Harbor.

The plat is composed of 120 single-family detached homes; as well as the associated infrastructure and amenities needed to serve the homes. Amenities include natural and built open space areas. There are no designated wetlands on the property.

POLICY CONSIDERATIONS

Staff has reviewed the criteria for approval of the final plat, as specified in GHMC Chapter 16.06, and has determined that the applicant has met the criteria for approval of the final plat as follows:

GHMC 16.06.004 Recommendations as prerequisites for final plat approval

Each preliminary plat submitted for final approval shall be accompanied by the following recommendations:

(A) Local health department or other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply.



The City of Gig Harbor is furnishing sewage disposal and supplying water to the site. The City Engineer has approved the design of the utilities and the installation of these utilities has been completed. Water and sewer is available to the site as outlined in the Water and Sewer Capacity Reservation Certificates (CRC) on file with the City.

**(B)** Planning Director's recommendation as to compliance with all of the terms of preliminary plat approval of the proposed plat or subdivision.

The applicant has complied with all terms of the preliminary plat approval, as discussed below.

**(C)** Approval of the City Engineer

The City Engineer recommends approval of the final plat of Harbor Crossing as all improvements required by the preliminary plat have been constructed or bonded in accordance with project requirements.

**GHMC 16.06.005 Criteria for approval of subdivisions:**

**(A)** The subdivision meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC General Requirements for Subdivision Approval;

The plat of The Ridge at Gig Harbor has met the requirements of the municipal code. The proposed subdivision conforms to all applicable zoning ordinances and the comprehensive plan. The applicant has complied with the requirements to dedicate streets, open space and utility and access easements. Construction of required improvements has complied with the city's adopted public works construction standards. For those improvements that have not been completed, the applicant has bonded for the work pursuant to GHMC 16.08. In addition, the final plat contains the required certificates from the owner, surveyor, and city and county officials.

**(B)** Conforms to all terms of preliminary plat approval;

The Hearing Examiner's decision dated May 29, 2007, contained 25 conditions. The proposed final plat of Harbor Crossing has conformed to the conditions of the preliminary plat approval as follows:

**HEX Condition 1:** A 25 foot landscaped buffer, per GHMC 17.78.060(B) shall be provided along the southern boundary of the plat, bordering Borgen Boulevard. Civil plans submitted for review shall include this buffer.

*Civil plans submitted for review included the landscaped buffer along the southern boundary of the plat bordering Borgen Boulevard.*

**HEX Condition 2:** All perimeter landscaping buffers shall be vegetated to meet GHMC 17.78.060 standards, including the retention of all significant vegetation within the buffer and additional plantings as necessary to create a dense vegetative screen as defined under GHMC 17.78.060. A landscape plan shall be submitted with civil plans. This requirement shall be met prior to approval of the final plat.

*All significant vegetation has been retained within the landscaping buffers, with the exception of those trees approved for removal under an alternative landscape plan. The buffers have been planted with additional trees that create or will create a dense vegetative screen within three years.*

**HEX Condition 3:** Buffers shall be fenced to protect the buffer from the residential use of the plat. Buffer fencing shall be installed prior to approval of the final plat.

*A split rail wood fence has been installed along the buffer.*

**HEX Condition 4:** All public roads within the plat shall be designated as public and all alleys shall be labeled as private on the final plat drawings.

*Public roads are designated as public in the "DEDICATION" section on Sheet 1 of 6 and labeled as "PUBLIC" on Sheets 3 and 6 of 6 alleys are labeled as "PRIVATE" on sheets 3 and 4 of 6.*

**HEX Condition 5:** As shown on the preliminary plat design, the plat shall accommodate providing that portion of L-3 that is located within the boundary of the plat. The owner shall be responsible for constructing L-3 and the plat in a manner that allows for a future roadway to connect to the plat from the east in accordance with the City of Gig Harbor 2005 Comprehensive Plan Amendment FSEIS dated April 5, 2006.

*The roadway L-3 has been constructed according to the approved construction drawings dated 8-24-07. The roadway as constructed allows for a future roadway to connect to the plat from the east in accordance with the City of Gig Harbor 2005 Comprehensive Plan Amendment FSEIS dated April 5, 2006.*

**HEX Condition 6:** The applicant shall provide information on how roof and footing drainage will be managed for the individual lots on civil plans.

*Provisions for roof and footing drainage for the individual lots are shown and have been constructed in accordance with the approved construction drawings dated 8-24-07.*

**HEX Condition 7:** The on-site water systems shall be designed and installed to provide the required flows as prescribed under IFC Appendix Chapter B.

*Fire flow tests have been performed and confirm that the required flow is provided by the on-site water system.*

**HEX Condition 8:** Fire lane locations and details and their manner of marking demonstrating compliance with City standards shall be submitted prior to approval of the civil plans.

*The fire lane locations, details and manner of marking have been installed in accordance with the approved construction drawings dated 8-24-07.*

**HEX Condition 9:** The applicant shall pay a water latecomers fee payment in accordance with the proposed Harbor Hill Water Tank and Mainline Extension Latecomer Agreement. The



application for this agreement has been submitted by OPG Properties, LLC, to the City of Gig Harbor City Engineer for review and submission to City Council. The proposed water latecomers fee payment for the Harbor Estates Plan site is estimated to be approximately \$190,000 according to the submitted latecomers agreement. Upon approval by City Council, the applicant shall pay the water latecomers fee in accordance with the latecomers agreement.

*The water latecomers agreement has not yet been approved by City Council. The water latecomers fee payment applicable to the proposed project will be addressed upon approval of the latecomers agreement by the City Council.*

**HEX Condition 10:** The applicant shall design and construct half width frontage improvements along Borgen Boulevard across the entire property frontage. The improvements shall include curb, gutter, sidewalk, planter strip, and street lights in accordance with the City of Gig Harbor Public Works Standards and shall be completed prior to issuance of the first certificate of occupancy within the plat.

*Frontage improvements along Borgen Boulevard have been designed and constructed in accordance with the approved construction drawings dated 8-24-07 and the subsequent channelization revision dated 4-25-08.*

**HEX Condition 11:** A final record drawing and a final record survey of the proposed development shall be provided after the City accepts the construction improvements shown on the civil plans but prior to the certificate of occupancy for any buildings located on the site.

*A survey is currently in progress by the applicant (as of June 3, 2008) and the record drawings will be prepared upon its completion.*

**HEX Condition 12:** The proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the requirements of the City Public Works Standards, the City Stormwater Design Manual and Department of Ecology's 2005 Stormwater Management Manual for Western Washington. These Standards also address specific City design requirements such as restoration of the City right of way and traffic control.

*These utility improvements have been constructed in accordance with the approved construction drawings dated 8-24-07.*

**HEX Condition 13:** Erosion shall be controlled throughout the construction of the project per the approved plans, City Public Works Standards, and City Stormwater Design Manual.

*During construction erosion control was addressed in accordance with the City Public Works Standards and the City Stormwater Design Manual.*

**HEX Condition 14:** City forces may remove any traffic control device constructed within the City right of way not approved by this division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.

*Not applicable*

**HEX Condition 15:** A road encroachment permit shall be acquired from the City prior to any construction within City right of way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right of way shall conform to the City Standards. These standards address specific design requirements such as restoration of the City right of way and traffic control.

*A road encroachment permit was issued by the City for this work and the applicant met all permit conditions.*

**HEX Condition 16:** A stabilized construction entrance shall be installed prior to vehicles leaving the site. The City inspector shall determine the required length.

*An approved stabilized construction entrance was provided during construction.*

**HEX Condition 17:** Permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. Permanent survey control monuments shall be installed in accordance with the City Standards. At completion, a record of survey shall be provided to the City.

*Installation of permanent survey control monuments is currently in progress. The applicant has provided a bond that was acceptable to the City for the completion of this work.*

**HEX Condition 18:** Constructions of required improvements shall comply with the terms of the "Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC, for a Comprehensive Plan Amendment/Residential Subdivision," dated July 10, 2006, Resolution 677, passed by the Gig Harbor City Council on July 10, 2006.

*The subject Development Agreement is currently in effect and the applicant and future owners are in compliance with the terms.*

**HEX Condition 19:** This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.

*Not applicable.*

**HEX Condition 20:** Increased storm water runoff from the road(s), building, driveway and parking areas shall be retained/detained on-site and shall not be directed to City infrastructure.

*The stormwater system as designed and constructed retains the runoff and releases it in accordance with the City of Gig Harbor Stormwater Design Manual. Sheet 6 of 6, Note 9 requires any changes to the stormwater system require approval from the City of Gig Harbor. This assures compliance with this condition.*

**HEX Condition 21:** If private roadways are proposed then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.



*Private roadways have been constructed in accordance with the approved construction drawings dated 8-24-07 and are open at all times for emergency and public service vehicle use.*

**HEX Condition 22:** The final site plan shall note or delineate the following:

a. "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this site."

*This is shown on the proposed final plat documents on Sheet 6 of 6, Note 13.*

b. Increased storm water runoff from the road(s), building, driveway and parking areas shall be retained/detained on site and shall not be directed to City infrastructure.

*The stormwater system design retains the runoff and releases it in accordance with the City of Gig Harbor Stormwater Design Manual. Sheet 6 of 6, Note 9 requires any changes to the stormwater system require approval from the City of Gig Harbor. This assures compliance with this condition.*

c. "Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted."

*This is shown on the proposed final plat documents on Sheet 6 of 6, Note 14.*

d. Storage requirements for runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connection points.

Storm drain connection points are shown on the approved civil plans. On-site storm water storage requirements and drywell sizing information will be submitted for individual lots at the time of building permit applications.

e. If private roadways are proposed then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.

*Private roadways have been constructed in accordance with the approved construction drawings dated 8-24-07 and are open at all times for emergency and public service vehicle use.*

f. "This site plan is subject to stormwater maintenance agreement recorded under Auditor's file number (enter AFN here)."

*This is shown on the proposed final plat documents on Sheet 6 of 6, Note 15.*

g. "Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this site plan. No encroachment will be placed within the easements shown on the site plan that may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property

owner(s) or it's heirs or assigns, as noted under the stormwater maintenance agreement for the site."

*This is shown on the proposed final plat documents on Sheet 6 of 6, Note 16.*

**HEX Condition 23:** Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).

*Not applicable.*

**HEX Condition 24:** Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.

*This condition is provided for by the DEDICATION statements on Sheet 1 of 6.*

**HEX Condition 25:** Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.

*The applicant has submitted a title report demonstrating that the subject property is vested in United Western Development Inc.*

### **ENVIRONMENTAL ANALYSIS**

A Mitigated Determination of Non-Significance (MDNS) was issued for the preliminary plat on March 28, 2007. The MDNS contained one mitigation measure, which was included as a condition of the preliminary plat approval (see condition number 5 above) by the Hearing Examiner.

### **FISCAL IMPACTS**

The proposal does not include any significant fiscal impacts.

### **RECOMMENDATION**

The staff recommends that the City Council move to adopt the resolution approving the final plat of The Ridge at Gig Harbor.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT OF THE RIDGE AT GIG HARBOR, LOCATED NORTH OF THE INTERSECTION OF BORGEN BOULEVARD AND HARBOR HILL DRIVE; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NO. 0222303002; File No. FPLAT 08-0001**

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WHEREAS, on May 29, 2007, the Hearing Examiner conditionally granted preliminary plat approval to the Gig Harbor Estates Preliminary Plat, now called the Ridge at Gig Harbor, located north of the intersection of Borgen Boulevard and Harbor Hill Drive; Pierce County Assessor-Treasurer Parcel No. 0222303002; and

WHEREAS, the preliminary plat approval was initially appealed; and

WHEREAS, the appeal of the preliminary plat approval was withdrawn; and

WHEREAS, after preliminary plat approval, the applicant began work to install required utilities and construct roads on the property; and

WHEREAS, street names for the Ridge at Gig Harbor subdivision were approved by the City Council at its regular meeting of April 14, 2008; and

WHEREAS, an application for final plat approval was submitted to the City on May 6, 2008 and determined complete on May 6, 2008; and

WHEREAS, the proposed final plat was circulated to the appropriate departments of the City for review; and

WHEREAS, the City requested revisions and corrections on May 21, 2008; and

WHEREAS, the applicant submitted the requested corrections and revisions on May 30, 2008; and

WHEREAS, the final corrected drawings of the proposed final plat were circulated to the appropriate departments of the City and recommendations for approval were obtained May 31, 2008; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of \_\_\_\_\_; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005 and 17.89.080(A)(5), the Ridge at Gig Harbor subdivision, subject to the conditions imposed in Section 2:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;
2. Conforms to all terms of the preliminary plat approvals; and
3. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Conditions

A. The City Council hereby imposes the following conditions upon the final plat of the Ridge at Gig Harbor, File No. FPLAT 08-0001:

1. The Ridge at Gig Harbor CCRs, By-Laws, and Article of Incorporation approved as to form by the City Attorney shall be recorded with the county auditor;

Section 3. The City Council directs the Mayor and all other appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 4. The City shall record the final plat with the County Auditor, at the expense of the applicant, after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full.

RESOLVED this \_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
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: \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_



DECISION OF THE HEARING EXAMINER  
CITY OF GIG HARBOR

In the Matter of the Application of

Gig Harbor LLC

REZ 06-1361 & SUB 05-1126

For a Rezone and Preliminary Plat  
Approval

RECEIVED  
CITY OF GIG HARBOR

MAY 23 2007

COMMUNITY  
DEVELOPMENT

Background

Gig Harbor Estates, L.L.C., applied for a site-specific rezone from RLD to RMD and 120-lot subdivision for property in the 4000 block of Borgen Boulevard.

An open record public hearing was held on May 16, 2007. The exhibits listed at the end of this decision were admitted. The Community Development Department was represented by Cliff Johnson, Associate Planner, and the Applicant was represented by Carl Halsan, agent.

For the purpose of this decision, all section numbers refer to the Gig Harbor Municipal Code, unless otherwise indicated.

Based upon consideration of all the information in the record, including that presented at the public hearing, the following shall constitute the findings, conclusions and decision of the Hearing Examiner in this matter.

Findings

1. Gig Harbor Estates, L.L.C. ("Applicant") requested a site-specific rezone of 19.32 acres in the 4000 block of Borgen Boulevard, Assessor's Parcel No. 0222303002, from Planned Community Development Low Density Residential (RLD) district to Planned Community Development Medium Density Residential (RMD) district. In 2005, the Applicant applied for approval of a preliminary plat, the Gig Harbor Estates Subdivision, with 77 lots but then amended the application, after the Comprehensive Plan was amended, to subdivide the property into 126 lots, public and private roads, two storm water tracts, and a park. The plat has now been revised and proposes 120 lots. [Testimony of Halsan; Exhibit 1]
2. The subject site is on the north side of Borgen Boulevard and is zoned RLD. To the east is vacant land in RMD district, PCD-C zoned with an approved commercial site plan (Harbor Hill Business Park) to the south across Borgen, residential development zoned RMD and PCD-BP vacant land to the west, and the single-family developed Canterwood subdivision, a Master Planned Community, to the north in unincorporated Pierce County.

3. The City Council amended the Comprehensive Plan in 2006 to designate the subject site Planned Community Development-Residential Medium. The Comprehensive Plan states that the intent of the designation is "to facilitate high quality affordable housing, a greater range of lifestyles and income levels; provides for the efficient delivery of public services and to increase residents' accessibility to employment, transportation and shopping; and serves as a buffer and transition area between more intensively developed areas and lower density residential areas." Comprehensive Plan, p.2-5. RMD is the only zoning that can implement the PCD-RMD designation.
4. The RLD zone allows density of four dwelling units per gross acre and RMD allows density of up to eight dwelling units with a minimum base of five dwelling units per acre.
5. The site has rolling hills sloping to the south toward Borgen Boulevard with slopes described variously as 5-15 percent [Exhibit 7] and 15-25 percent [Exhibit 1]. There are no critical areas on or adjacent to the site. The site is not located within the 100-year flood plain. [Exhibit 1 & 6]
6. Access to the site is available from Borgen Boulevard.
7. The City issued a SEPA Determination of Significance (DS) and Adoption of Existing Environmental Document City of Gig Harbor 2005 Comprehensive Plan Amendments Final Supplemental EIS dated 4/5/06 on March 21, 2007, for the rezone and a Mitigated Determination of Non-significance (MDNS) on March 28, 2007, for the preliminary plat. No appeals of the environmental determinations were filed during the respective appeal periods.
8. The Community Development Department ("Department") issued an Administrative Decision finding on April 2, 2007 that with certain conditions the proposed preliminary plat would meet the applicable standards in the Design Manual. This decision was not appealed. The conditions addressed installation of tree protection fencing, fencing within the ponds, and measures to preserve trees within the perimeter buffer area. [Exhibit 18]
9. The 120 lots would range in size from 2,482 to 11,789 square feet for single-family residences, for an average density of 7.5 dwelling units per net acre. There would also be 16,964 square feet of park area.
10. The Applicant proposes development with single-family residences. The structures would provide setbacks that conform to the requirements of Section 17.99.290(A) for single family development in the RMD district. Building heights are not specified on the plat but would be limited to 45 feet per Section 17.21.040(B).
11. The preliminary plat provides a 25 ft. wide landscape buffer along the east perimeter and approximately one third of the western perimeter starting at the southern boundary. A 10 ft. wide buffer is shown on the remainder of the western boundary and along the northern boundary separating the subject property from the Canterwood subdivision. Though Section 17.21.040 in the RMD chapter refers to the requirements of Section 17.28.060, which requires a minimum 25-foot buffer along perimeters of a residential plat, it specifically provides that buffers adjacent to a



similar use or zone which includes a platted buffer of equal or greater width "shall" be reduced to 10 feet. No landscaped buffer is currently shown on the southern perimeter.

12. The Canterwood Homeowners Association and individual homeowners in the subdivision contend that the reduction in landscaped buffer does not apply because an RMD residential plat is not a similar use or zone to single-family development in the MPC (Master Planned Community) county zone. [Exhibits 19 & 23; Testimony of Callin, Tanner, Scott, Allen ]

13. The preliminary plat shows that 10 of the 12 lots bordering the Canterwood subdivision would have a 25 ft. setback from the northern property line. The two corner lots would have less.

14. The long period for newly planted trees in the buffer to grow to a size that provides screening is a concern to the neighbors. [Testimony of Tanner]

15. The residences in the Canterwood subdivision are on lots approximately 2 acres in size. [Testimony of Allen]

16. There is also concern about retaining walls elevating the new residences above the property in the Canterwood subdivision. [Testimony of Tanner ] The preliminary grading plans show retaining walls along the east and west boundaries. The maximum wall height would be less than 6 ft. [Testimony of Smith]

17. The subject property is in the City of Gig Harbor water service area. The City granted a Water Capacity Reservation Certificate for a total of 39,878 gallons per day which is sufficient for 126 single family residences. [Exhibit 11; Testimony of Langhelm] The City Engineer recommended a condition on the plat regarding payment of a water latecomers fee in accordance with the proposed Harbor Hill Water Tank and Mainline Extension Latecomer Agreement. [Exhibit 14]

18. The subject property is to be served by the City of Gig Harbor's sanitary sewer. The parcel is included in Basin C-2 of the planned sanitary sewer system. A Sewer Capacity Reservation Certificate for 29,106 gallons per day, enough for 126 single-family residences and one landscaping meter, was granted by the City. [Exhibit 13]

19. The Applicant proposes to connect to the City's storm water system via an existing storm sewer line that ultimately drains to a regional storm pond located to the south of the project, designed to accommodate drainage from the proposed plat. On-site, the stormwater from streets, sidewalks and driveways would be collected in catch basins connected by storm pipes which would carry it to the detention facilities on-site. The two facilities would provide detention and basic water quality treatment and be sized to meet City standards. The handling of roof and footing drainage has not been specified and must be addressed. Storm water treatment and development proposed for the site would be required to meet the requirements of the City's Stormwater Design Manual. [Exhibits 7, 13 & 14]

20. The Building Official/Fire Marshal reviewed the proposal and concluded that it appeared to provide fire hydrant locations in compliance with the requirements of IFC appendix C but recommended a condition to insure they are operational prior to combustible construction. The information was not sufficient to determine if fire



flow requirements are met so a condition to assure that is necessary. Provisions for fire access were found to be generally satisfactory but fire lane markings should be required for alleys and roads with less than 26 feet of drivable surface. [Exhibit 15]

21. The 2005 Comprehensive Plan Amendments Final Supplemental EIS (FSEIS) addressed transportation impacts expected from development of the subject site with 121 dwelling units. It recognized that the road system is out of capacity at key intersections in North Gig Harbor with development projects in the pipeline and currently committed improvements. [Exhibit 9, p. 48] The calculated trip generation for development of the subject site would be 122 PM peak hour trips, 47 more than would be generated by development allowed under the current zoning. The impact on design solutions in the NGH Traffic Mitigation Plan was deemed to be small, but because it would increase traffic, the SEIS said that the site should bear a proportionate responsibility for capacity improvements. [Exhibit 9, p. 62] A series of capacity and other improvements are detailed.

22. The FSEIS describes a necessary future roadway connection, L-3, to provide access east of the plat and north of and parallel to Borgen Boulevard. The City Engineer recommended that a condition requiring that the design of the plat accommodate providing that portion of L-3 that is located within the boundary of the plat, the access be dedicated, and the owner be responsible for construction L-3 in a manner that allows for a future roadway to connect to the plat from the east. [Exhibits 13 & 14]

23. A Development Agreement between the City and the Applicant was entered into on July 10, 2006, describing the manner and timing of the performance of mitigation described in the FSEIS and requiring the developer to pay for a share of the improvements described in that agreement. A Subsequent Agreement for Financial Contribution was executed on May 15, 2007, providing for the payment of \$15,939.25 as a condition of obtaining a residential building permit for a single-family home on each lot within the plat for transportation mitigation, subject to possible credit for reserve capacity now held. [Exhibit 22]

24. Notice of the proposed action and hearing on May 16<sup>th</sup> was published on April 25, 2007. A prior notice of the SEPA determination for the rezone indicated that the hearing would be held April 18<sup>th</sup> and caused some confusion. [Exhibit 23] Notice of the proposed action and new hearing date was mailed to property owners within 300 feet of the subject site and to interested persons on April 20, 2007 and posted on the site on May 2, 2007.

25. The Department of Ecology provided comment on appropriate measures to protect water quality. [Exhibit 16]

26. The site is served by a Pierce Transit route on Borgen Boulevard. Pierce Transit did not request that the Applicant provide any transit facilities or improvements.

27. The subdivision would be in the Peninsula School District. The District had no comment on the subdivision. Section 19.12.050(B) does require school impact fees be imposed on residential development which will serve to mitigate impact from the demand created by the new development.

28. The Applicant seeks modification of several of the conditions recommended by the Department. The Applicant asks that proposed condition No. 3 be revised to allow the temporary fencing installed to protect trees during construction remain until permanent fencing is installed as each home site is developed. The Department had no objection but directed the Applicant to the requirements for the temporary construction fencing to protect trees in Section 17.99.240. The Applicant would like proposed condition No. 9 to refer to the written agreement; the requirements of No. 11 to apply "to the extent not already completed"; and No. 13 to refer only to the Gig Harbor standards and Stormwater Design Manual because of conflicting requirements with the Department of Ecology's Stormwater Management Manual for Western Washington. City representatives agreed to the changes to No. 11 and No. 13. [Testimony of Halsan, Smith, Appleton]

29. Section 17.100.035 set out the criteria that must be satisfied for approval of a proposed amendment to the zoning district map:

- A. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;
- B. The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;
- C. No substantial detrimental effect will be caused by the granting of the application for the amendment; and
- D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map.

30. The criteria that must be considered by the hearing examiner in reviewing a preliminary plat are listed in Section 16.05.003:

- A. Whether the preliminary plat conforms to Chapter 16.08GHMC, General requirements for subdivision approval;
- B. If appropriate provisions are made for, but not limited to, the public health, safety and general welfare; for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- C. Whether the public interest will be served by the subdivision and dedication.

31. Section 17.14.020 is a land use matrix that identifies the uses permitted in each zoning district. Under "Uses" are listed single-family dwelling, duplex dwelling, triplex dwelling, fourplex dwelling, multifamily dwelling, and others. Single family dwelling uses are shown as permitted in R-1, RLD, R-2, RMD, RB-1, RB-2, B-1, PCD-C, WR, WM, WC, PCD-NB and MUD.



Conclusions

1. The Hearing Examiner has the authority to approve make site-specific rezones pursuant to Sections 17.100.010 and 19.01.003.
2. The Hearing Examiner has the authority to approve preliminary plats pursuant to Section 16.05.002.
3. The notice of public hearing provided complied with the requirements of Section 19.03.003.

REZONE

4. In amending the Comprehensive Plan to designate the site as Planned Community Development Residential Medium, the City Council determined that the site was intended for densities of 8 to 16 dwelling units per acre. The requested rezone would be consistent with the intent of the Comprehensive Plan designation and is necessary to implement the Comprehensive Plan.
5. The public health, safety and general welfare were considered by the City Council when it considered and passed the amendment to the Comprehensive Plan to provide for the denser development that will be allowed under the RMD zoning. Measures to mitigate the impacts of that increased density were imposed in the MDNS and have been proposed for the preliminary plat approval in the FSEIS. The Development Agreement and subsequent agreement for financial contribution aid in the implementation of the transportation mitigation. That the zoning district amendment bears a substantial relationship to the public health, safety and general welfare is clear.
6. The extensive mitigation required in earlier approvals and agreements and to be required in connection with the subdivision assure that the granting of the rezone will not cause substantial detrimental effect.
7. The amendment to the Comprehensive Plan to designate the site for RMD represents a material change in conditions warranting the rezone of the site to be consistent with, and implement, the designation.
8. The criteria for zoning district map amendment are satisfied and the rezone to RMD should be approved.

SUBDIVISION

9. The findings above show that the proposed subdivision is in conformity with the Comprehensive Plan and applicable zoning ordinance provisions. Though one witness addressed perceived inconsistencies with provisions of the Comprehensive Plan, the Examiner was unable to conclude there were inconsistencies.
10. The proposed park and landscape buffers, plus the two stormwater detention ponds, included in the plat provide adequate open space and park land. With the proposed conditions of approval, the subdivision makes appropriate provision for access, public streets, alleys, sidewalks, stormwater drainage, sanitary sewage, water and schools. Compliance with all City requirements and the conditions imposed on the subdivision assures that there are provisions for the public health and safety.



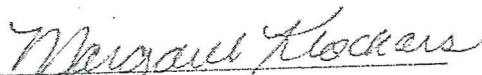
11. The desire for a full 25-foot buffer to separate the proposed subdivision from the neighboring subdivision is understandable. The use of "shall be reduced" in Section 17.21.040(B)(5) leaves the City no discretion to establish a greater requirement through conditions if the use and zones are "similar". The "use" proposed is single-family residential and, as shown in the Land Use Matrix, Section 17.14.020, remains that use across the zones. That greater density is allowed in other zones does not alter the use definition. That the legislative body used the word "similar" instead of "the same" is also instructive. The Examiner cannot conclude on this record that the zones are not similar.

12. Because the proposed plat is consistent with the intent of the Comprehensive Plan for the zone, conforms to Zoning Code standards, and it will meet Public Works Standards, it is concluded that the subdivision will serve the public interest.

Decision

The Rezone of the subject site from RLD to RMD is granted. The preliminary plat for a 120-lot subdivision is approved subject to the conditions listed in Appendix A.

Entered this 29<sup>th</sup> day of May, 2007.

  
Margaret Klöckars  
Hearing Examiner

Concerning Further Review

Parties of record may appeal the decision of the hearing examiner on the site-specific rezone to the City Council by filing an appeal within 10 working days of the date of this decision. Please see Section 19.06.004 of the Gig Harbor Municipal Code for details.

There is no administrative appeal of the hearing examiner's decision on the preliminary plat. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (see Ord. 1073 and Chapter 36.70c RCW). Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Parties of Record

Don Huber  
Gig Harbor Estates, L.L.C.  
PO Box 64160  
Tacoma, WA 98464

Carl Halsan  
PO Box 492

Gig Harbor, WA 98335

Cliff Johnson, Associate Planner  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Ann Callin  
11609 Sorrel Run NW  
Gig Harbor, WA 98332

Russell Tanner  
4502 126<sup>th</sup> St. Ct. NW  
Gig Harbor, WA 98332

William Scott  
4506 N. Foxglove Dr. NW  
Gig Harbor, WA 98332

Brandon Smith  
5009 Pacific Hwy. E.

Fife, WA 98424

Doug Allen  
11714 Hunter Lane NW  
Gig Harbor, WA 98332

Eric Nelson  
4423 Pt. Fosdick NW Suite 302  
Gig Harbor, WA 98335

Canterwood Homeowners Association  
4026 Canterwood Drive NW, Suite A  
Gig Harbor, WA 98332

Exhibits Admitted

- 1) Staff Report by Cliff Johnson, Associate Planner, dated May 9, 2007
- 2) Preliminary Plat Application, received November 28, 2005
- 3) Design Review Application, received November 28, 2005
- 4) Rezone Application, received August 01, 2006
- 5) Preliminary plat plans, received April 30, 2007
- 6) Wetland Analysis Report, by Habitat Technologies, dated August 27, 2004
- 7) Preliminary Drainage and Erosion Control Report, by Brandon Smith, PE, PacWest Engineering, dated November 18, 2005
- 8) Borgen Subdivision Development Traffic Impact Analysis, by PacWest Engineering, dated June 2005
- 9) City of Gig Harbor 2005 Comprehensive Plan Amendments FSEIS, 4/5/06
- 10) Mitigated Determination of Nonsignificance, issued March 28, 2007
- 11) Determination of Significance and Adoption of Existing Environmental Document, dated March 21, 2007
- 12) SEPA comments from Emily Appleton, Senior Engineer, 1/18/07
- 13) SEPA Comments from Emily Appleton, Senior Engineer, 3/27/07 (including Resolution 667)
- 14) Preliminary Plat Comments from Emily Appleton, Senior Engineer, 3/4/07
- 15) Comments from Dick Bower, Building Official/Fire Marshal, 3/15/07
- 16) SEPA comments received by the Wash. St. Dept. of Ecology, 4/11/07
- 17) Affidavit of posting, dated May 2, 2007
- 18) DRB Administrative Decision by Eric Mendenhall, dated April 2, 2007
- 19) Letter from Canterwood Homeowners Association, dated April 24, 2007
- 20) SEPA checklist dated February 15, 2007 for the proposed rezone
- 21) SEPA checklist dated August 01, 2006 for the proposed preliminary plat
- 22) Staff Report-Supplement, dated 5/16/07
- 23) Letter from Russell Tanner received 5/16/07
- 24) Copy of small aerial photograph
- 25) Aerial Photograph

Appendix A

Conditions of Approval  
SUB 05-1126

1. A 25 foot landscaped buffer, per GHMC 17.78.060(B) shall be provided along the southern boundary of the plat, bordering Borgen Boulevard. Civil plans submitted for review shall include this buffer.
2. All perimeter landscaping buffers shall be vegetated to meet GHMC 17.78.060 standards, including the retention of all significant vegetation within the buffer and additional plantings as necessary to create a dense vegetative screen as defined under GHMC 17.78.060. A landscape plan shall be submitted with civil plans. This requirement shall be met prior to approval of the final plat.
3. Buffers shall be fenced to protect the buffer from the residential use of the plat. Protective barricade must be installed to protect significant vegetation to be retained prior to any grading. Permanent buffer fencing shall be installed prior to final inspection for each single family residence.
4. All public roads within the plat shall be designated as public and all alleys shall be labeled as private on the final plat drawings.
5. As shown on the preliminary plat design, the plat shall accommodate providing that portion of L-3 that is located within the boundary of the plat. The owner shall be responsible for constructing L-3 and the plat is a manner that allows for a future roadway to connect to the plat from the east in accordance with the City of Gig Harbor 2005 Comprehensive Plan Amendment FSEIS dated April 5, 2006.
6. The applicant shall provide information on how roof and footing drainage will be managed for the individual lots on civil plans.
7. The on-site water systems shall be designed and installed to provide the required flows as prescribed under IFC Appendix Chapter B.
8. Fire lane locations and details and their manner of marking demonstrating compliance with City standards shall be submitted prior to approval of the civil plans.
9. The applicant shall pay a water latecomers fee payment in accordance with the proposed Harbor Hill Water Tank and Mainline Extension Latecomer Agreement. The application for this agreement has been submitted by



OPG Properties, LLC, to the City of Gig Harbor City Engineer for review and submission to City Council. The proposed water latecomers fee payment for the Harbor Estates Plan site is estimated to be approximately \$190,000 according to the submitted latecomers agreement. Upon approval by City Council, the applicant shall pay the water latecomers fee in accordance with the latecomers agreement.

11. The applicant shall design and construct half width frontage improvements along Borgen Boulevard across the entire property frontage, to the extent not already completed. The improvements shall include curb, gutter, sidewalk, planter strip, and street lights in accordance with the City of Gig Harbor Public Works Standards and shall be completed prior to issuance of the first certificate of occupancy within the plat.
12. A final record drawing and a final record survey of the proposed development shall be provided after the City accepts the construction improvements shown on the civil plans but prior to the certificate of occupancy for any buildings located on the site.
13. The proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the requirements of the City Public Works Standards and the City Stormwater Design Manual. These Standards also address specific City design requirements such as restoration of the City right of way and traffic control.
14. Erosion shall be controlled throughout the construction of the project per the approved plans, City Public Works Standards, and City Stormwater Design Manual.
15. City forces may remove any traffic control device constructed within the City right of way not approved by this division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.
16. A road encroachment permit shall be acquired from the City prior to any construction within City right of way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right of way shall conform to the City Standards. These standards address specific design requirements such as restoration of the City right of way and traffic control.
17. A stabilized construction entrance shall be installed prior to vehicles leaving the site. The City inspector shall determine the required length.

18. Permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. Permanent survey control monuments shall be installed in accordance with the City Standards. At completion, a record of survey shall be provided to the City.
19. Construction of required improvements shall comply with the terms of the "Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC, for a Comprehensive Plan Amendment/Residential Subdivision," dated July 10, 2006, Resolution 677, passed by the Gig Harbor City Council on July 10, 2006.
20. This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.
21. Increased storm water runoff from the road(s), building, driveway and parking areas shall be retained/detained on site and shall not be directed to City infrastructure.
22. If private roadways are proposed then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.
23. The final site plan shall note or delineate the following:
  - a. "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this site."
  - b. "Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted."
  - c. Storage requirements for runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connection points.
  - d. "This site plan is subject to stormwater maintenance agreement recorded under Auditor's file number (enter AFN here)."
  - e. "Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this site plan. No encroachment will be placed within the easements shown on the site plan that may

damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or it's heirs or assigns, as noted under the stormwater maintenance agreement for the site."

24. Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).
25. Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
26. Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.



DECLARATION OF MAILING

I certify that on the 29<sup>th</sup> day of May 2007, I sent by first class mail, postage paid, a copy of the Decision in the matter of the Application of Gig Harbor LLC for a site-specific rezone and Preliminary Plat Approval to each of the following persons at the address listed.

Nancy Meyer  
11606 Hunter Lane NW  
Gig Harbor, WA 98332

Jean Webster  
11610 Hunter Lane NW  
Gig Harbor, WA 98332

Mary Stockton  
11601 Sorrel Run NW  
Gig Harbor, WA 983

Ann Callin  
11609 Sorrell Run NW  
Gig Harbor, WA 98332

Janet and Pete Flones  
11713 51st Ct. NW  
Gig Harbor, WA 98332

Russell Tanner  
4502 126<sup>th</sup> St. Ct. NW  
Gig Harbor, WA 983

Bill Scott  
4506 N. Foxglove Dr. NW  
Gig Harbor, WA 98332

Doug Allen  
11714 Hunter Lane NW  
Gig Harbor, WA 98332

Jarrod Fauren  
8120 Freedom Ln. NI  
Lacey, WA 98516

Don Huber  
Gig Harbor Estates LLC  
PO Box 64160  
Tacoma, WA 98464

Carl Halsan  
PO Box 492  
Gig Harbor, WA 98335

Cliff Johnson  
City of Gig Harbor  
3510 Grandview Stre  
Gig Harbor, WA 983

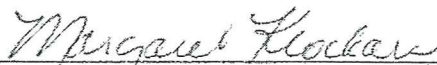
Eric Nelson  
4423 Pt. Fosdick NW Ste. 302  
Gig Harbor, WA 98335

Canterwood Homeowners Assn.  
4026 Canterwood Dr. SW Ste. A  
Gig Harbor, WA 98332

Brandon Smith  
5009 Pacific Hwy E.  
Fife, WA 98424

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 29<sup>th</sup> day of May 2007, at Seattle, Washington.

  
\_\_\_\_\_  
Margaret Klockars



**PLAT OF THE RIDGE AT GIG HARBOR**  
 A PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 3  
 TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN  
 CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

**Consent Agenda 8**

<b>SHEET INDEX:</b>	
SHEET 1	DEDICATION AND APPROVALS
SHEET 2	BOUNDARY AND SECTION CONTROL
SHEET 3	SUBDIVISION DETAIL
SHEET 4	SUBDIVISION DETAIL
SHEET 5	LINE AND CURVE TABLES
SHEET 6	PLAT NOTES

**DEDICATION:**

I (WE), THE UNDERSIGNED OWNER(S) OF INTEREST IN THE PROPERTY HEREBY SUBDIVIDED CERTIFY THAT THIS SUBDIVISION ALONG WITH ALL DEDICATIONS AND EASEMENTS IS MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

I (WE), THE UNDERSIGNED OWNER(S) OF INTEREST IN THE PROPERTY HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE THESE LOTS TO THE PURCHASERS THEREOF, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND ROADS NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS, ROADS AND LANES.

FURTHER, THE UNDERSIGNED OWNER(S) OF THE PROPERTY HEREBY SUBDIVIDED, DO HEREBY DEDICATE TO THE RIDGE AT GIG HARBOR HOMEOWNERS' ASSOCIATION ALL LANES NOT SHOWN AS PUBLIC HEREON AND DEDICATE THE USE THEREOF FOR ALL PRIVATE PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PRIVATE ROAD PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS, ROADS AND LANES. MAINTENANCE AND REPAIR OF PRIVATE LANE ACCESS IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. MAINTENANCE AND REPAIR OF PUBLIC UTILITIES WITHIN THE PRIVATE LANES IS THE RESPONSIBILITY OF THE RESPECTIVE UTILITY OWNERS. EASEMENTS OVER, UNDER, AND ACROSS SAID LANES FOR SAID MAINTENANCE AND REPAIR ARE HEREBY GRANTED TO THE CITY OF GIG HARBOR AND RESPECTIVE UTILITY OWNERS.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION, CITY OF GIG HARBOR, PENINSULA LIGHT COMPANY, PUGET SOUND ENERGY, CENTURY TEL, COMCAST AND OTHER UTILITIES (INCLUDING BUT NOT LIMITED TO, PRIVATE ROOF DRAIN CONNECTIONS, AND IRRIGATION SYSTEMS), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE FRONT 5 FEET OF ALL LOTS AND TRACTS; PARALLEL WITH AND ADJOINING EXISTING OR PROPOSED ACCESS RIGHT OF WAY IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN, UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES, WITH THE EXCEPTION OF LOTS 5 THROUGH 58, ON WHICH THE EASEMENT SHALL BE LOCATED PARALLEL WITH, ADJACENT TO, AND OUTSIDE OF THE BUFFER ON THESE LOTS, FOR THE PURPOSES OF PRIVATE DRAINAGE, IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENTS. NO STRUCTURES OTHER THAN FENCES AND ROCKERY WALLS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

FURTHER, THE UNDERSIGNED OWNERS OF THE PROPERTY HEREBY SUBDIVIDED DO HEREBY DEDICATE TO THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION TRACTS A, B, C, AND F AND EASEMENTS SHOWN HEREON FOR USE BY THE ASSOCIATION AND OWNERS OF LOTS IN THIS PLAT CONSISTENT WITH THE PROVISIONS OF THE DECLARATION OF COVENANTS FOR THE PLAT. THE OWNERS ALSO DEDICATE TO THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION TRACTS D, E, G, AND H FOR ACCESS AND UTILITIES BENEFITTING THE LOTS AS NOTED HEREON. THE LOTS NOTED HEREIN THAT ARE SERVED BY THESE TRACTS ARE GRANTED AN EASEMENT OVER THE TRACTS FOR SUCH ACCESS AND UTILITIES. MAINTENANCE AND REPAIR OF PUBLIC UTILITIES WITHIN THE PRIVATE TRACTS IS THE RESPONSIBILITY OF THE RESPECTIVE UTILITY OWNERS. MAINTENANCE AND REPAIR OF THE PAVED SURFACES OF THE TRACTS IS THE RESPONSIBILITY OF THE ASSOCIATION. CLEARING OF VEGETATION AND SNOW FROM THE PAVED SURFACES OF THE TRACTS SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS SERVED BY OR LOCATED ADJACENT TO THE PAVED SURFACES OR THE TRACTS. THE ASSOCIATION MAY PROMULGATE RULES TO DESCRIBE THE MAINTENANCE OBLIGATIONS OF LOT OWNERS CONCERNING THE PAVED SURFACES OF THE TRACTS.

FURTHER, THE UNDERSIGNED OWNER(S) OF THE PROPERTY HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF GIG HARBOR, ITS SUCCESSORS AND ASSIGNS, WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, DRAINAGE OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION.

FURTHER, THE UNDERSIGNED OWNER(S) OF THE PROPERTY HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF GIG HARBOR, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COST OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION, PROVIDED THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF GIG HARBOR, ITS SUCCESSOR OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF GIG HARBOR, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO INDEMNIFY AND TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

**COVENANTS:**  
 SEE COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER AUDITORS FILE NO. \_\_\_\_\_

**UNITED WESTERN DEVELOPMENT, INC.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

THE FOLLOWING ENTITIES WHO HOLD AN INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN, JOIN IN THE EXECUTION OF THIS PLAT, CONSENT TO THE DEDICATIONS MADE BY THE OWNER HEREIN, AND SUBORDINATE THEIR INTERESTS IN THE REAL PROPERTY TO SUCH DEDICATIONS:

<b>COLUMBIA STATE BANK</b>	<b>THE QUADRANT CORPORATION</b>
BY: _____ DATE: _____	BY: _____ DATE: _____
PRINTED NAME _____ TITLE _____	PRINTED NAME _____ TITLE _____

**ACKNOWLEDGMENT:**

STATE OF WASHINGTON )  
 ) s.s.  
 COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED THE SAME AS \_\_\_\_\_ FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE  
 OF WASHINGTON, RESIDING AT \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT:**

STATE OF WASHINGTON )  
 ) s.s.  
 COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED THE SAME AS \_\_\_\_\_ FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE  
 OF WASHINGTON, RESIDING AT \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT:**

STATE OF WASHINGTON )  
 ) s.s.  
 COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED THE SAME AS \_\_\_\_\_ FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE  
 OF WASHINGTON, RESIDING AT \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**CITY OF GIG HARBOR**

**MAYORAL APPROVAL:**  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

MAYOR, CITY OF GIG HARBOR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY CLERK'S CERTIFICATE:**

I HEREBY CERTIFY THAT ALL DELINQUENT ASSESSMENTS FOR WHICH THIS PROPERTY MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN FULLY PAID, SATISFIED OR DISCHARGED.

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

CITY CLERK, CITY OF GIG HARBOR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY PLANNING DIRECTOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CITY'S DEVELOPMENT REGULATIONS UNDER GHMC TITLES 16 AND 17, AND THE TERMS OF PRELIMINARY PLAT APPROVAL, DATED MAY 29, 2007

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

PLANNING DIRECTOR, CITY OF GIG HARBOR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY ENGINEER'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, SEWER AND WATER SYSTEMS AND OTHER UTILITY STRUCTURES COMPLY WITH THE APPLICABLE PROVISIONS OF THE CITY OF GIG HARBOR PUBLIC WORKS CONSTRUCTION STANDARDS.

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

ENGINEER, CITY OF GIG HARBOR \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY ASSESSOR-TREASURER:**

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR-TREASURER PIERCE COUNTY, WASHINGTON \_\_\_\_\_ DATE \_\_\_\_\_

**PIERCE COUNTY AUDITOR:**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008,  
 AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., RECORDS OF THE PIERCE COUNTY AUDITOR,  
 TACOMA, WASHINGTON.

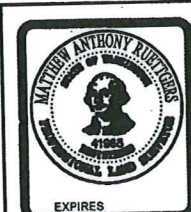
RECORDED UNDER AUDITOR'S FILE NO. \_\_\_\_\_

PIERCE COUNTY AUDITOR \_\_\_\_\_  
 FEE: \_\_\_\_\_ BY: \_\_\_\_\_  
 TAX ACCOUNT PARCEL NO. 022230-3-002

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS PLAT OF "THE RIDGE AT GIG HARBOR" IS BASED UPON A SURVEY OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., THAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED BY ME OR UNDER MY DIRECTION, THAT ALL COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT ALL MONUMENTS AND CORNERS AS SHOWN THEREON WILL BE SET CORRECTLY ON THE GROUND, AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

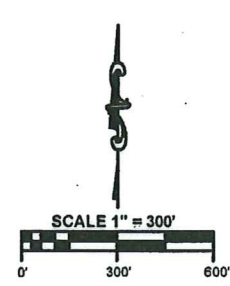
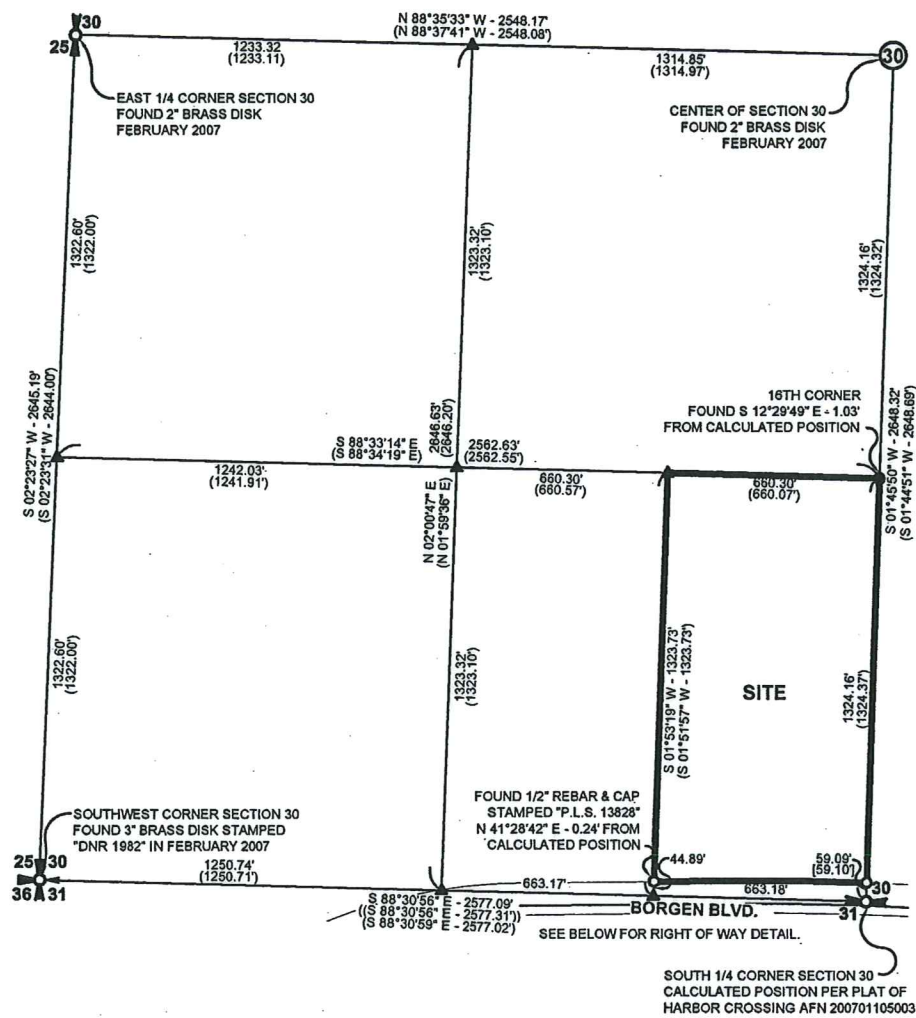
\_\_\_\_\_  
 MATTHEW RUETTIGERS DATE \_\_\_\_\_  
 PLS NO. 41965



**PacWest Engineering, LLC**  
 5009 Pacific Highway E, Unit 9-0  
 Fife, Washington 98424  
 Phone (253) 926-3400 Fax (253) 926-3402



**PLAT OF THE RIDGE AT GIG HARBOR**  
 A PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 30  
 TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN  
 CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

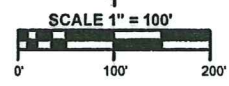
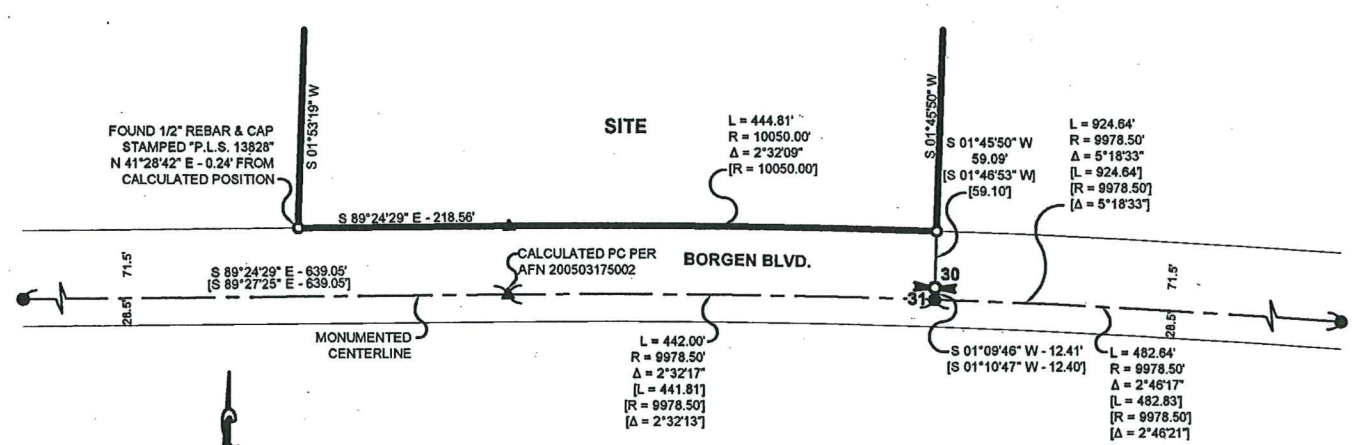


**BASIS OF BEARING:**  
 SOUTH 88°30'56" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON. PER AFN 2000033115004.

**LEGAL DESCRIPTION:**  
 THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

**EQUIPMENT UTILIZED:**  
 NIKON NPL-362 3" SECOND TOTAL STATION USING FIELD TRAVERSE SURVEY METHODS.  
 LIECA SR530 GPS RECEIVER USING RTK SURVEY METHODS.

THIS SURVEY COMPLIES WITH ALL STANDARDS AND STATUTES OF THE SURVEY RECORDING ACT. (CHAPTER 58.09 RCW AND 332-130 WAC)



**LEGEND:**

- FOUND 2" BRASSIE UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR AND CAP STAMPED "ESM L.S. 29294" VISITED FEBRUARY 2007 UNLESS OTHERWISE NOTED
- ▲ CALCULATED POINT
- ( ) RECORD DATA PER RECORD OF SURVEY AFN 200503175002 RECORDED MARCH 31, 2000 IN PIERCE COUNTY, WASHINGTON.
- ( ) RECORD DATA PER PLAT OF HARBOR CROSSING AFN 200701105003 RECORDED JANUARY 10, 2007 IN PIERCE COUNTY, WASHINGTON.



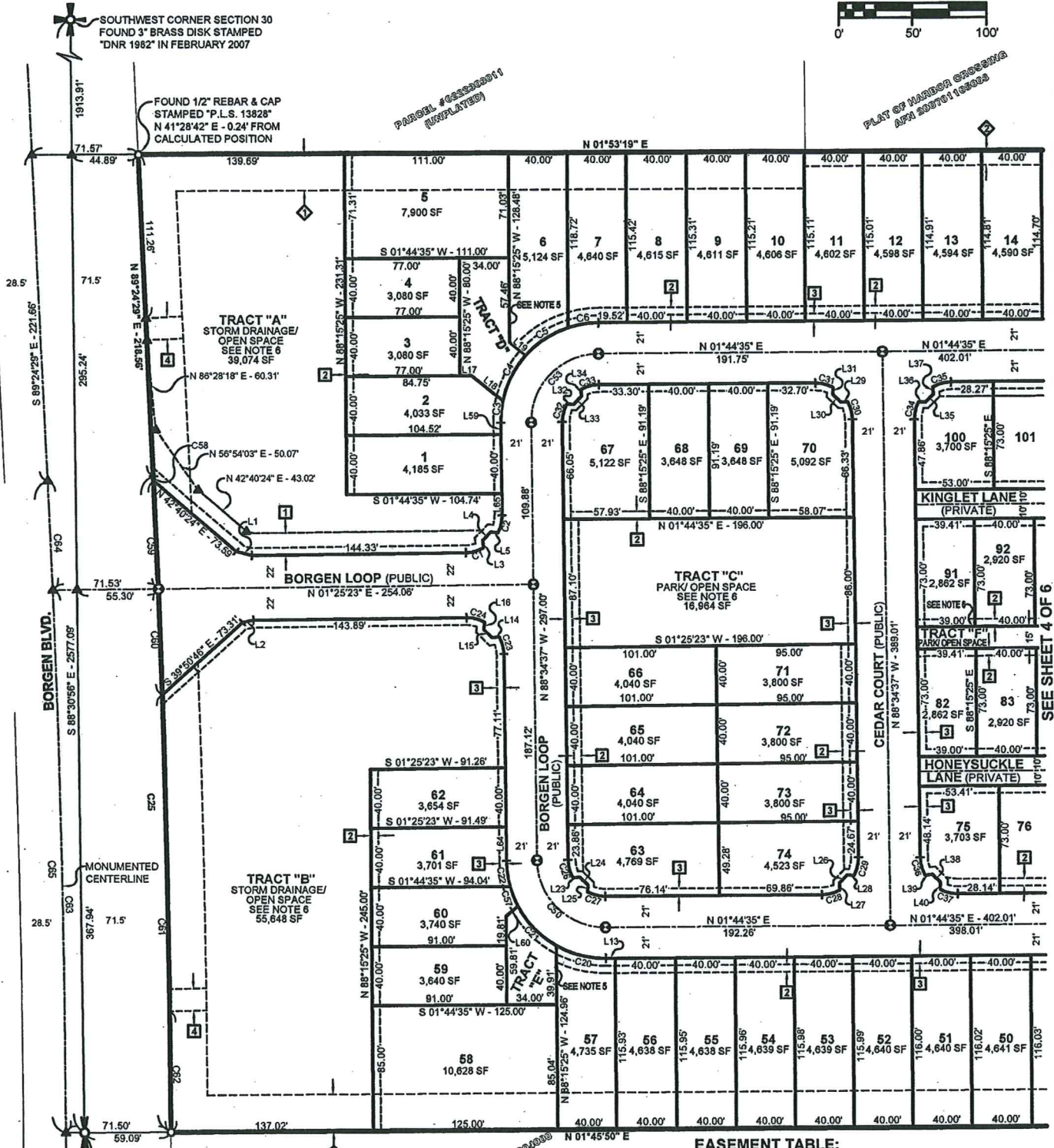
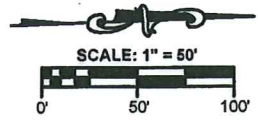
**PWE**

**PacWest Engineering, LLC**  
 5009 Pacific Highway E, Unit 9-0  
 Fife, Washington 98424  
 Phone (253) 926-3400 Fax (253) 926-3402

( ) RECORD DATA PER BOUNDARY LINE ADJUSTMENT AFN 200003315004 RECORDED MARCH 31, 2000 IN PIERCE COUNTY, WASHINGTON.  
 [ ] RECORD DATA PER RECORD OF SURVEY AFN 200503175002 RECORDED MARCH 17, 2005 IN PIERCE COUNTY, WASHINGTON.



**PLAT OF THE RIDGE AT GIG HARBOR**  
 A PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 30  
 TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN  
 CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



SOUTHWEST CORNER SECTION 30  
 FOUND 3" BRASS DISK STAMPED  
 "DNR 1982" IN FEBRUARY 2007

FOUND 1/2" REBAR & CAP  
 STAMPED "P.L.S. 13828"  
 N 41°28'42" E - 0.24' FROM  
 CALCULATED POSITION

**TRACT "A"**  
 STORM DRAINAGE/  
 OPEN SPACE  
 SEE NOTE 6  
 39,074 SF

**TRACT "B"**  
 STORM DRAINAGE/  
 OPEN SPACE  
 SEE NOTE 6  
 55,648 SF

**TRACT "C"**  
 PARK/ OPEN SPACE  
 SEE NOTE 6  
 16,964 SF

- NOTES:**
- SEE SHEET 5 OF 6 FOR CURVE AND LINE TABLES.
  - ALL LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH A 5/8" REBAR AND RED PLASTIC CAP STAMPED "PWE 41965". EXCEPTING THOSE CORNERS WHICH FALL ON THE CONCRETE WALKS OR STRUCTURES OF THE PLAT, IN WHICH CASE A CONCRETE NAIL AND WASHER STAMPED "PWE 41965" WAS SET.
  - A 5/8" REBAR AND RED PLASTIC CAP STAMPED "PWE 41965" HAS BEEN SET 8 FEET FROM THE PERIMETER BUFFER ON THE SIDE LINES OF ALL LOTS ABUTTING THE EXTERIOR BOUNDARY OF THIS PLAT. ALL MONUMENTS ARE LOCATED OUTSIDE OF THE PERIMETER BUFFER.
  - SEE SHEET 6 OF 6 FOR REQUIRED BUILDING SETBACKS.
  - TRACTS D, E, G, AND H SHALL BE DEDICATED TO THE RIDGE AT GIG HARBOR HOME OWNERS ASSOCIATION AND UTILIZED FOR ACCESS AND UTILITIES, BENEFITING LOTS AS NOTED ON SHEET 6, NOTE 17.
  - TRACT DEDICATED TO THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION.

- BUFFER TABLE:**
- 25' PERIMETER BUFFER \*(SEE NOTE BELOW)
  - 10' PERIMETER BUFFER \*(SEE NOTE BELOW)

**\*NOTE:**  
 REMOVAL OR DISTURBANCE OF LANDSCAPING WITHIN THE BUFFERS IS PROHIBITED, EXCEPT FOR MAINTENANCE OR REPLACEMENT OF EXISTING PLANTINGS AS APPROVED BY THE CITY OF GIG HARBOR.

- LEGEND:**
- SET GIG HARBOR STANDARD MONUMENT
  - FOUND 1/2" REBAR AND CAP STAMPED "ESM L.S. 29294" VISITED FEBRUARY 2007 UNLESS OTHERWISE NOTED
  - CALCULATED POINT

**EASEMENT TABLE:**

1	15' PUBLIC SEWER EASEMENT
2	5' PRIVATE STORM EASEMENT
3	5' FRANCHISE UTILITY EASEMENT
4	15' PUBLIC STORM EASEMENT

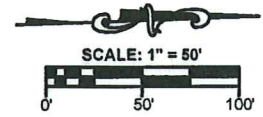
\* ADDITIONAL EASEMENTS DESCRIBED ON SHEETS 1 AND 6.



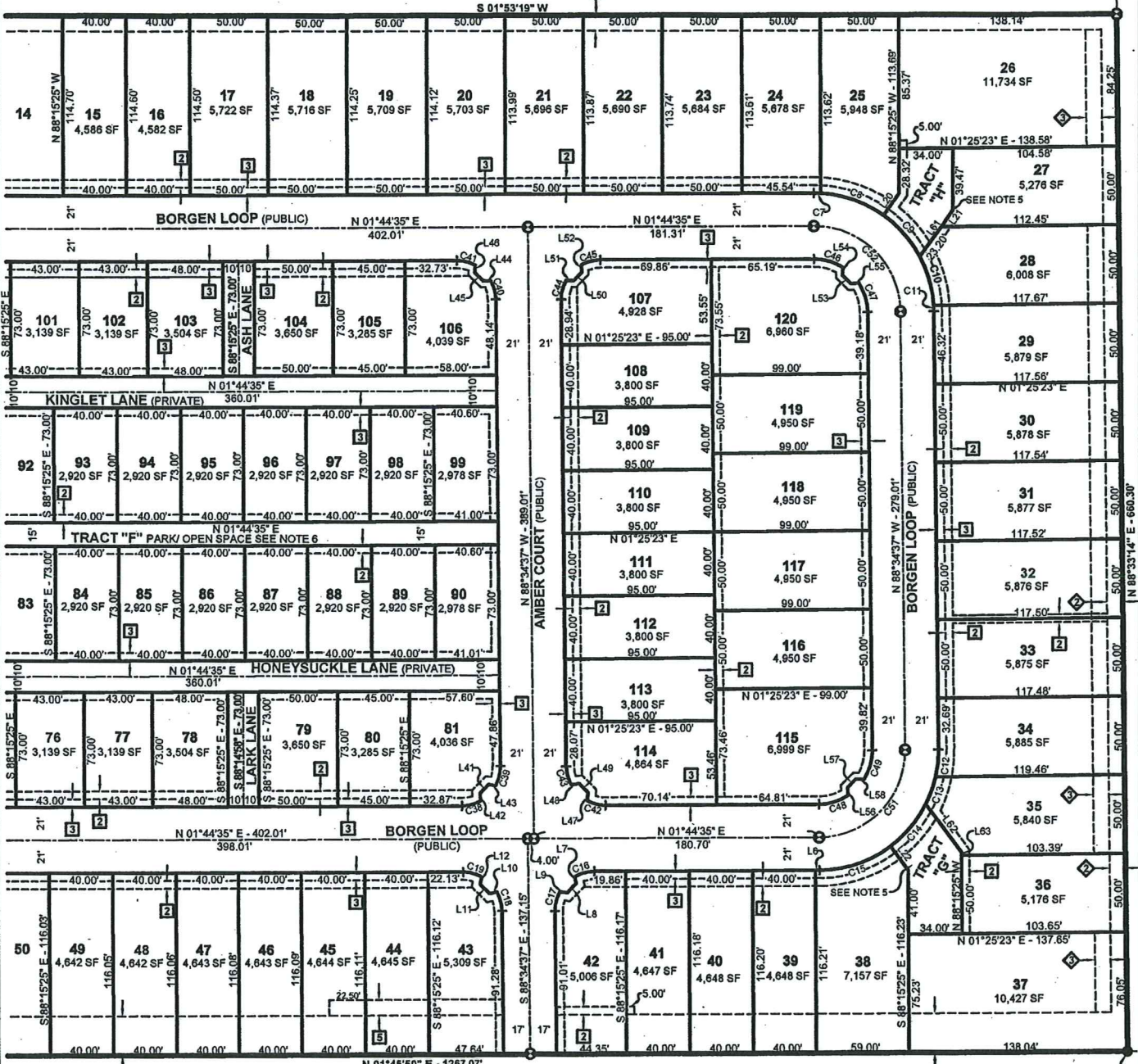
**PacWest ENGINEERING, LLC**  
 5009 Pacific Highway E, Unit 9-0  
 Fife, Washington 98424  
 Phone (253) 926-3400 Fax (253) 926-3402



**PLAT OF THE RIDGE AT GIG HARBOR**  
 A PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 30  
 TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN  
 CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



PLAT OF HARBOR CROSSING  
 APR 2007/1162024



**EASEMENT TABLE:**

- 1 15' PUBLIC SEWER EASEMENT
  - 2 5' PRIVATE STORM EASEMENT
  - 3 5' FRANCHISE UTILITY EASEMENT
  - 5 10' TEMPORARY STORM EASEMENT. UPON EXTENSION OF AMBER COURT ACROSS ADJOINING PROPERTY TO THE EAST, EASEMENT SHALL AUTOMATICALLY EXPIRE.
- \* ADDITIONAL EASEMENTS DESCRIBED ON SHEETS 1 AND 6.

**BUFFER TABLE:**

- ◆ 25' PERIMETER BUFFER \*(SEE NOTE BELOW)
- ◆ 10' PERIMETER BUFFER \*(SEE NOTE BELOW)
- ◆ 10' BUFFER \*(SEE NOTE BELOW)

\*NOTE:  
 REMOVAL OR DISTURBANCE OF LANDSCAPING WITHIN THE BUFFERS IS PROHIBITED, EXCEPT FOR MAINTENANCE OR REPLACEMENT OF EXISTING PLANTINGS AS APPROVED BY THE CITY OF GIG HARBOR.

**NOTES:**

1. SEE SHEET 5 OF 6 FOR CURVE AND LINE TABLES.
2. ALL LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH A 5/8" REBAR AND RED PLASTIC CAP STAMPED "PWE 41968". EXCEPTING THOSE CORNERS WHICH FALL ON THE CONCRETE WALKS OR STRUCTURES OF THE PLAT, IN WHICH CASE A CONCRETE NAIL AND WASHER STAMPED "PWE 41968" WAS SET.
3. A 3/8" REBAR AND RED PLASTIC CAP STAMPED "PWE 41968" HAS BEEN SET 6 FEET FROM THE PERIMETER BUFFER ON THE SIDE LINES OF ALL LOTS ABUTTING THE EXTERIOR BOUNDARY OF THIS PLAT. ALL MONUMENTS ARE LOCATED OUTSIDE OF THE PERIMETER BUFFER.
4. SEE SHEET 6 OF 6 FOR REQUIRED BUILDING SETBACKS.
5. TRACTS D, E, G, AND H SHALL BE DEDICATED TO THE RIDGE AT GIG HARBOR HOME OWNERS ASSOCIATION AND UTILIZED FOR ACCESS AND UTILITIES, BENEFITING LOTS AS NOTED ON SHEET 6, NOTE 17.
6. TRACT DEDICATED TO THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION.

PARCEL #232220000  
 (UNPLATED)

**LEGEND:**

- ◆ SET GIG HARBOR STANDARD MONUMENT
- FOUND 2" BRASSIE UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR AND CAP STAMPED "ESM L.S. 29294" VISITED FEBRUARY 2007 UNLESS OTHERWISE NOTED
- ▲ CALCULATED POINT



**PACWEST ENGINEERING, LLC**  
 5009 Pacific Highway E, Unit 9-0  
 Fife, Washington 98424  
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**PLAT OF THE RIDGE AT GIG HARBOR**  
 A PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 30  
 TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN  
 CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

**LOT ADDRESSES:**

LOT #	LOT ADDRESS:	LOT #	LOT ADDRESS:
1	11202 BORGEN LOOP, GIG HARBOR, WA 98332	61	11324 BORGEN LOOP, GIG HARBOR, WA 98332
2	11204 BORGEN LOOP, GIG HARBOR, WA 98332	62	11326 BORGEN LOOP, GIG HARBOR, WA 98332
3	11206 BORGEN LOOP, GIG HARBOR, WA 98332	63	11328 BORGEN LOOP, GIG HARBOR, WA 98332
4	11208 BORGEN LOOP, GIG HARBOR, WA 98332	64	11330 BORGEN LOOP, GIG HARBOR, WA 98332
5	11210 BORGEN LOOP, GIG HARBOR, WA 98332	65	11332 BORGEN LOOP, GIG HARBOR, WA 98332
6	11212 BORGEN LOOP, GIG HARBOR, WA 98332	66	11334 BORGEN LOOP, GIG HARBOR, WA 98332
7	11214 BORGEN LOOP, GIG HARBOR, WA 98332	67	11215 BORGEN LOOP, GIG HARBOR, WA 98332
8	11216 BORGEN LOOP, GIG HARBOR, WA 98332	68	11217 BORGEN LOOP, GIG HARBOR, WA 98332
9	11218 BORGEN LOOP, GIG HARBOR, WA 98332	69	11219 BORGEN LOOP, GIG HARBOR, WA 98332
10	11220 BORGEN LOOP, GIG HARBOR, WA 98332	70	11221 BORGEN COURT, GIG HARBOR, WA 98332
11	11222 BORGEN LOOP, GIG HARBOR, WA 98332	71	4772 CEDAR COURT, GIG HARBOR, WA 98332
12	11224 BORGEN LOOP, GIG HARBOR, WA 98332	72	4758 CEDAR COURT, GIG HARBOR, WA 98332
13	11226 BORGEN LOOP, GIG HARBOR, WA 98332	73	4748 CEDAR COURT, GIG HARBOR, WA 98332
14	11228 BORGEN LOOP, GIG HARBOR, WA 98332	74	4640 CEDAR COURT, GIG HARBOR, WA 98332
15	11230 BORGEN LOOP, GIG HARBOR, WA 98332	75	11299 BORGEN LOOP, GIG HARBOR, WA 98332
16	11232 BORGEN LOOP, GIG HARBOR, WA 98332	76	11297 BORGEN LOOP, GIG HARBOR, WA 98332
17	11234 BORGEN LOOP, GIG HARBOR, WA 98332	77	11295 BORGEN LOOP, GIG HARBOR, WA 98332
18	11236 BORGEN LOOP, GIG HARBOR, WA 98332	78	11293 BORGEN LOOP, GIG HARBOR, WA 98332
19	11238 BORGEN LOOP, GIG HARBOR, WA 98332	79	11291 BORGEN LOOP, GIG HARBOR, WA 98332
20	11240 BORGEN LOOP, GIG HARBOR, WA 98332	80	11289 BORGEN LOOP, GIG HARBOR, WA 98332
21	11242 BORGEN LOOP, GIG HARBOR, WA 98332	81	11287 BORGEN LOOP, GIG HARBOR, WA 98332
22	11244 BORGEN LOOP, GIG HARBOR, WA 98332	82	11370 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
23	11246 BORGEN LOOP, GIG HARBOR, WA 98332	83	11382 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
24	11248 BORGEN LOOP, GIG HARBOR, WA 98332	84	11390 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
25	11250 BORGEN LOOP, GIG HARBOR, WA 98332	85	11410 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
26	11252 BORGEN LOOP, GIG HARBOR, WA 98332	86	11434 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
27	11254 BORGEN LOOP, GIG HARBOR, WA 98332	87	11452 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
28	11256 BORGEN LOOP, GIG HARBOR, WA 98332	88	11468 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
29	11258 BORGEN LOOP, GIG HARBOR, WA 98332	89	11472 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
30	11260 BORGEN LOOP, GIG HARBOR, WA 98332	90	11484 HONEYSUCKLE LANE, GIG HARBOR, WA 98332
31	11262 BORGEN LOOP, GIG HARBOR, WA 98332	91	11371 KINGLET LANE, GIG HARBOR, WA 98332
32	11264 BORGEN LOOP, GIG HARBOR, WA 98332	92	11383 KINGLET LANE, GIG HARBOR, WA 98332
33	11266 BORGEN LOOP, GIG HARBOR, WA 98332	93	11391 KINGLET LANE, GIG HARBOR, WA 98332
34	11268 BORGEN LOOP, GIG HARBOR, WA 98332	94	11411 KINGLET LANE, GIG HARBOR, WA 98332
35	11270 BORGEN LOOP, GIG HARBOR, WA 98332	95	11435 KINGLET LANE, GIG HARBOR, WA 98332
36	11272 BORGEN LOOP, GIG HARBOR, WA 98332	96	11453 KINGLET LANE, GIG HARBOR, WA 98332
37	11274 BORGEN LOOP, GIG HARBOR, WA 98332	97	11469 KINGLET LANE, GIG HARBOR, WA 98332
38	11276 BORGEN LOOP, GIG HARBOR, WA 98332	98	11477 KINGLET LANE, GIG HARBOR, WA 98332
39	11278 BORGEN LOOP, GIG HARBOR, WA 98332	99	11485 KINGLET LANE, GIG HARBOR, WA 98332
40	11280 BORGEN LOOP, GIG HARBOR, WA 98332	100	11225 BORGEN LOOP, GIG HARBOR, WA 98332
41	11282 BORGEN LOOP, GIG HARBOR, WA 98332	101	11227 BORGEN LOOP, GIG HARBOR, WA 98332
42	11284 BORGEN LOOP, GIG HARBOR, WA 98332	102	11229 BORGEN LOOP, GIG HARBOR, WA 98332
43	11286 BORGEN LOOP, GIG HARBOR, WA 98332	103	11231 BORGEN LOOP, GIG HARBOR, WA 98332
44	11288 BORGEN LOOP, GIG HARBOR, WA 98332	104	11235 BORGEN LOOP, GIG HARBOR, WA 98332
45	11290 BORGEN LOOP, GIG HARBOR, WA 98332	105	11237 BORGEN LOOP, GIG HARBOR, WA 98332
46	11292 BORGEN LOOP, GIG HARBOR, WA 98332	106	11239 BORGEN LOOP, GIG HARBOR, WA 98332
47	11294 BORGEN LOOP, GIG HARBOR, WA 98332	107	4897 AMBER COURT, GIG HARBOR, WA 98332
48	11296 BORGEN LOOP, GIG HARBOR, WA 98332	108	4783 AMBER COURT, GIG HARBOR, WA 98332
49	11298 BORGEN LOOP, GIG HARBOR, WA 98332	109	4777 AMBER COURT, GIG HARBOR, WA 98332
50	11302 BORGEN LOOP, GIG HARBOR, WA 98332	110	4769 AMBER COURT, GIG HARBOR, WA 98332
51	11304 BORGEN LOOP, GIG HARBOR, WA 98332	111	4757 AMBER COURT, GIG HARBOR, WA 98332
52	11306 BORGEN LOOP, GIG HARBOR, WA 98332	112	4745 AMBER COURT, GIG HARBOR, WA 98332
53	11308 BORGEN LOOP, GIG HARBOR, WA 98332	113	4733 AMBER COURT, GIG HARBOR, WA 98332
54	11310 BORGEN LOOP, GIG HARBOR, WA 98332	114	4621 AMBER COURT, GIG HARBOR, WA 98332
55	11312 BORGEN LOOP, GIG HARBOR, WA 98332	115	11271 BORGEN LOOP, GIG HARBOR, WA 98332
56	11314 BORGEN LOOP, GIG HARBOR, WA 98332	116	11265 BORGEN LOOP, GIG HARBOR, WA 98332
57	11316 BORGEN LOOP, GIG HARBOR, WA 98332	117	11263 BORGEN LOOP, GIG HARBOR, WA 98332
58	11318 BORGEN LOOP, GIG HARBOR, WA 98332	118	11261 BORGEN LOOP, GIG HARBOR, WA 98332
59	11320 BORGEN LOOP, GIG HARBOR, WA 98332	119	11259 BORGEN LOOP, GIG HARBOR, WA 98332
60	11322 BORGEN LOOP, GIG HARBOR, WA 98332	120	11255 BORGEN LOOP, GIG HARBOR, WA 98332

**CURVE TABLE:**

CURVE	RADIUS	LENGTH	DELTA
C1	25.00'	12.69'	29°04'35"
C2	25.00'	12.15'	27°50'50"
C3	67.00'	15.04'	12°51'38"
C4	67.00'	35.05'	29°58'15"
C5	67.00'	34.72'	29°41'39"
C6	67.00'	20.81'	17°47'40"
C7	76.00'	4.46'	3°21'57"
C8	76.00'	42.95'	32°22'37"
C9	76.00'	35.25'	26°34'30"
C10	76.00'	32.81'	24°35'03"
C11	76.00'	3.88'	2°46'40"
C12	76.00'	17.47'	13°10'03"
C13	76.00'	18.55'	13°59'09"
C14	76.00'	35.25'	26°34'30"
C15	76.00'	48.54'	36°35'30"
C16	25.00'	13.02'	29°50'33"
C17	25.00'	13.02'	29°50'33"
C18	25.00'	12.69'	29°05'14"
C19	25.00'	12.69'	29°05'14"
C20	67.00'	35.21'	30°06'40"
C21	67.00'	37.62'	32°10'08"
C22	67.00'	17.72'	15°09'05"
C23	25.00'	12.23'	28°01'54"
C24	25.00'	12.77'	29°16'29"
C25	10050.00'	444.81'	2°32'09"
C26	25.00'	12.52'	28°41'34"
C27	25.00'	12.53'	28°43'10"
C28	25.00'	12.67'	29°02'22"
C29	25.00'	12.67'	29°02'22"
C30	25.00'	12.53'	28°43'10"
C31	25.00'	12.53'	28°43'10"
C32	25.00'	12.67'	29°02'22"
C33	25.00'	12.67'	29°02'22"
C34	25.00'	12.22'	28°00'12"
C35	25.00'	13.14'	30°07'27"
C36	25.00'	12.53'	28°43'10"
C37	25.00'	12.53'	28°43'10"
C38	25.00'	12.67'	29°02'16"
C39	25.00'	12.88'	29°31'46"
C40	25.00'	12.38'	28°23'00"
C41	25.00'	12.67'	29°01'38"
C42	25.00'	12.26'	28°05'14"
C43	25.00'	12.25'	28°05'04"
C44	25.00'	12.67'	29°02'22"
C45	25.00'	12.67'	29°02'22"
C46	34.00'	19.48'	32°50'01"
C47	34.00'	19.48'	32°50'01"
C48	34.00'	19.67'	33°09'13"
C49	34.00'	19.51'	32°52'31"
C50	46.00'	72.00'	89°40'48"
C51	55.01'	86.69'	90°17'32"
C52	55.00'	86.09'	89°40'48"
C53	48.00'	72.51'	90°19'12"
C54	25.00'	12.69'	29°04'35"
C55	25.00'	12.15'	27°50'50"
C56	67.00'	15.04'	12°51'38"
C57	67.00'	14.32'	12°14'55"
C58	10050.00'	3.08'	0°01'03"
C59	10050.00'	73.43'	0°25'07"
C60	10050.00'	71.74'	0°24'32"
C61	10050.00'	296.58'	01°41'27"
C62	10050.00'	82.09'	0°28'05"
C63	9978.50'	367.90'	2°06'45"
C64	9978.50'	73.97'	0°25'29"
C65	9978.50'	441.87'	2°32'14"

**LINE TABLE:**

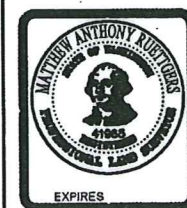
LINE	LENGTH	BEARING
L1	11.06'	N 16°26'18" E
L2	7.47'	N 09°07'33" W
L3	5.18'	S 85°47'49" W
L4	7.78'	N 43°34'37" W
L5	4.98'	S 07°02'56" W
L6	2.58'	N 01°44'35" E
L7	4.44'	N 80°17'33" E
L8	8.28'	N 43°25'01" W
L9	4.44'	N 12°52'24" E
L10	4.87'	S 11°48'27" E
L11	8.47'	N 46°34'59" E
L12	4.87'	S 75°01'36" E
L13	6.39'	N 01°44'35" E
L14	4.92'	S 05°37'14" E
L15	7.91'	S 48°25'23" W
L16	5.11'	S 12°30'01" E
L17	7.75'	N 01°44'35" E
L18	27.30'	N 40°22'27" E
L19	14.19'	N 40°22'27" E
L20	17.23'	S 52°30'50" E
L21	13.03'	S 52°30'50" E
L22	18.66'	S 55°09'04" W
L23	4.77'	N 02°41'20" W
L24	7.66'	S 46°34'59" W
L25	4.78'	N 84°16'23" W
L26	7.63'	N 43°25'01" W
L27	4.78'	S 07°26'21" W
L28	4.78'	S 05°43'37" W
L29	4.78'	S 02°33'39" E
L30	7.63'	S 46°34'59" W
L31	4.78'	S 84°16'23" E
L32	4.78'	N 05°43'37" E
L33	7.63'	N 43°25'01" W
L34	4.78'	N 87°26'21" E
L35	7.64'	S 44°28'30" E
L36	4.76'	N 04°39'25" E
L37	4.76'	N 86°21'24" E
L38	7.63'	N 46°34'59" E
L39	4.78'	N 02°33'39" W
L40	4.78'	N 84°16'23" W
L41	7.85'	N 43°26'43" W
L42	4.78'	S 87°25'21" W
L43	4.56'	S 10°15'51" W
L44	4.86'	S 00°39'29" W
L45	7.67'	S 45°33'29" W
L46	4.68'	S 81°00'53" E
L47	5.30'	S 81°13'05" E
L48	5.30'	S 05°37'41" E
L49	7.92'	N 46°34'12" E
L50	7.63'	S 43°25'01" E
L51	4.78'	N 05°43'37" E
L52	4.78'	N 87°26'21" E
L53	7.71'	S 46°34'59" W
L54	5.00'	S 83°29'39" E
L55	5.00'	S 03°20'23" E
L56	5.00'	S 86°39'37" W
L57	7.60'	N 43°25'01" W
L58	5.15'	S 03°58'04" W
L59	8.04'	S 88°34'37" E
L60	10.79'	N 37°58'01" W
L61	36.23'	N 52°30'50" W
L62	37.93'	N 55°09'04" E
L63	2.05'	N 88°15'25" W
L64	23.01'	N 88°34'37" W
L65	14.85'	N 88°34'37" W

**PRIVATE LANE AND TRACT INFORMATION TABLE:**

PRIVATE STREET / TRACT NAME	AREA	USE	OWNER
ASH LANE	1,460 SQ. FT.	PRIVATE ROAD	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
KINGLET LANE	7,200 SQ. FT.	PRIVATE ROAD	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
HONEYSUCKLE LANE	7,200 SQ. FT.	PRIVATE ROAD	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
LARK LANE	1,460 SQ. FT.	PRIVATE ROAD	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "A"	39,074 SQ. FT.	STORM DRAIN & OPEN SPACE	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "B"	55,848 SQ. FT.	STORM DRAIN & OPEN SPACE	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "C"	16,984 SQ. FT.	PARK & OPEN SPACE	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "D"	3,077 SQ. FT.	ACCESS & UTILITIES	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "E"	1,830 SQ. FT.	ACCESS & UTILITIES	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "F"	5,400 SQ. FT.	PARK & OPEN SPACE	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "G"	2,496 SQ. FT.	ACCESS & UTILITIES	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION
TRACT "H"	2,014 SQ. FT.	ACCESS & UTILITIES	THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION

**SURVEYOR'S NOTES:**

- LEGAL DESCRIPTIONS AND EASEMENTS ARE FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE NO. 4269-1139693, DATED NOVEMBER 7, 2007. PACWEST ENGINEERING, LLC HAS NOT CONDUCTED AN INDEPENDENT TITLE SEARCH, NOR IS PACWEST ENGINEERING, LLC AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY DESCRIBED AND DEPICTED HEREON, OTHER THAN THOSE SHOWN. PACWEST ENGINEERING, LLC HAS RELIED SOLELY ON THE INFORMATION CONTAINED IN SAID COMMITMENT IN REGARDS TO TITLE ISSUES TO PREPARE THIS PLAT.
- ALL LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH A 5/8" REBAR AND RED PLASTIC CAP STAMPED "PWE 41965", EXCEPTING THOSE CORNERS WHICH FALL ON THE CONCRETE WALKS OR STRUCTURES OF THE PLAT, IN WHICH CASE A CONCRETE NAIL AND WASHER STAMPED "PWE 41965" WAS SET.
- A 5/8" REBAR AND RED PLASTIC CAP STAMPED "PWE 41965" HAS BEEN SET 6 FEET FROM THE PERIMETER BUFFER ON THE SIDE LINES OF ALL LOTS ABUTTING THE EXTERIOR BOUNDARY OF THIS PLAT. ALL MONUMENTS ARE LOCATED OUTSIDE OF THE PERIMETER BUFFER.



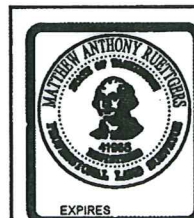
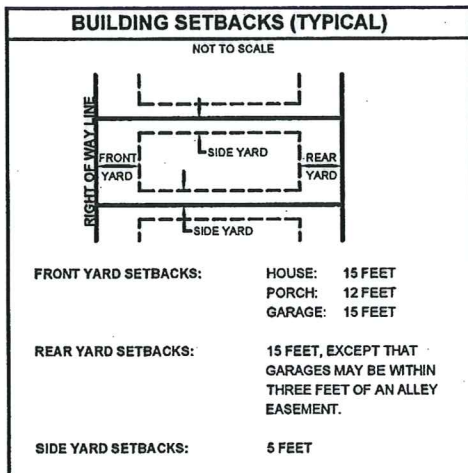
**PacWest Engineering, LLC**  
 5009 Pacific Highway E, Unit 9-0  
 Fife, Washington 98424  
 Phone (253) 926-3400 Fax (253) 926-3402



**PLAT OF THE RIDGE AT GIG HARBOR**  
 A PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 30  
 TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN  
 CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

**PLAT NOTES:**

1. TRACTS C AND F ARE AN OPEN SPACE/PARK TRACTS DEDICATED TO AND MAINTAINED BY THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION. TRACT C SHALL BE MAINTAINED BY THE ASSOCIATION, AND THE REMOVAL OR DISTURBANCE OF LANDSCAPING AND IMPROVEMENTS LOCATED IN TRACT C BY ANY PERSON OTHER THAN THE ASSOCIATION IS PROHIBITED. IN TRACT F, THE ASSOCIATION MAY ESTABLISH AND MAINTAIN A PAVED SURFACE FOR USE AS AN ACCESS PATH TO LOTS WHICH BORDER TRACT F, AND TO WHICH THE OWNERS OF LOTS LOCATED ADJACENT TO THE PATH MAY CONNECT WALKWAYS LEADING FROM THE PATH TO THEIR HOMES. VEHICULAR TRAFFIC ON THE PATH LOCATED IN TRACT F SHALL BE LIMITED TO SERVICE VEHICLES GRANTED PERMISSION BY THE ASSOCIATION TO USE SUCH ACCESS, CONSISTENT WITH THE RULES PROMULGATED BY THE ASSOCIATION CONCERNING USE OF THE PATH. MAINTENANCE AND REPAIR OF THE PAVED SURFACES LOCATED IN TRACT F IS THE RESPONSIBILITY OF THE ASSOCIATION. CLEARING OF VEGETATION AND SNOW FROM THE PAVED SURFACES OF TRACT F SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS LOCATED ADJACENT TO TRACT F. LANDSCAPING LOCATED WITHIN TRACT F SHALL BE MAINTAINED BY THE OWNERS OF LOTS LOCATED ADJACENT TO TRACT F, CONSISTENT WITH THE ASSOCIATION'S RULES AND GUIDELINES FOR MAINTENANCE OF SUCH LANDSCAPING. AN EASEMENT FOR MAINTENANCE AND REPAIR OF PUBLIC UTILITIES (SEWER) IS ALSO GRANTED TO THE CITY OF GIG HARBOR OVER TRACT "F".
2. A 5' FRANCHISE UTILITY EASEMENT IS IMPOSED UPON THE LOTS AS DEPICTED ON SHEETS 3 AND 4.
3. A 5' PRIVATE STORM EASEMENT IS IMPOSED UPON THE LOTS AS DEPICTED ON SHEETS 3 AND 4, FOR THE BENEFIT OF ALL PUBLIC AND PRIVATE UTILITY PROVIDERS, THE CITY OF GIG HARBOR, AND THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION.
4. A 15' PUBLIC STORM EASEMENT IS IMPOSED UPON THE LOTS AS DEPICTED ON SHEET 3, FOR THE BENEFIT OF ALL PUBLIC AND PRIVATE UTILITY PROVIDERS, THE CITY OF GIG HARBOR, AND THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION.
5. A 15' PUBLIC SEWER EASEMENT IS IMPOSED UPON THE LOTS AS DEPICTED ON SHEET 3, FOR THE BENEFIT OF ALL PUBLIC AND PRIVATE UTILITY PROVIDERS, THE CITY OF GIG HARBOR, AND THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION.
6. A 10' TEMPORARY STORM EASEMENT IS IMPOSED UPON THE LOTS AS DEPICTED ON SHEET 4, FOR THE BENEFIT OF ALL PUBLIC AND PRIVATE UTILITY PROVIDERS, THE CITY OF GIG HARBOR, AND THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION.
7. TRACTS A AND B ARE COMBINED STORM DRAINAGE AND DETENTION FACILITIES/OPEN SPACE TRACTS DEDICATED TO THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION FOR THE MUTUAL BENEFIT OF ALL LOTS IN THE PLAT, TO BE MAINTAINED BY THE ASSOCIATION. THE ASSOCIATION MAY PLACE AND MAINTAIN WITHIN SUCH TRACTS ENTRY MONUMENTS, LANDSCAPING, IRRIGATION AND ELECTRICAL SERVICES IN LOCATIONS CONSISTENT WITH THE USE OF THE TRACTS FOR STORM WATER DETENTION IN THE MANNER REQUIRED BY THE CITY OF GIG HARBOR. THE MEMBERS OF THE ASSOCIATION MAY, IF PERMITTED BY THE RULES PROMULGATED BY THE ASSOCIATION, UTILIZE TRACTS A AND B FOR RECREATIONAL PURPOSES CONSISTENT WITH THE USE OF THE TRACTS FOR STORM WATER DETENTION IN THE MANNER REQUIRED BY THE CITY OF GIG HARBOR.
8. BORGEN LOOP, CEDAR COURT, AND AMBER COURT ARE PUBLIC ROADS DEDICATED TO THE CITY OF GIG HARBOR UPON RECORDING OF THE PLAT. ASH LANE, KINGLET LANE, HONEYSUCKLE LANE AND LARK LANE ARE PRIVATE ROADS AND UTILITY EASEMENTS DEDICATED TO THE RIDGE AT GIG HARBOR HOMEOWNERS ASSOCIATION. MAINTENANCE, OPERATION, AND REPAIR OF THE LANES AND IMPROVEMENTS WITHIN THE LANES ARE THE RESPONSIBILITY OF THE ASSOCIATION. MAINTENANCE AND REPAIR OF PUBLIC UTILITIES WITHIN THE PRIVATE LANES IS THE RESPONSIBILITY OF THE RESPECTIVE UTILITY OWNERS.
9. THE ROAD AND STORM SYSTEM SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED ENGINEERING PLANS ON FILE WITH THE CITY OF GIG HARBOR. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE APPROVAL FROM THE CITY OF GIG HARBOR.
10. SIDE SEWER STUBS HAVE BEEN INSTALLED WITH THE CONSTRUCTION OF THE MAIN SEWER SYSTEM. THE INVERT ELEVATIONS OF THOSE PIPES WILL DETERMINE THE MINIMUM FLOOR ELEVATION REQUIRED TO OBTAIN GRAVITY FLOW INTO THE MAIN SEWER SYSTEM. THE PLANS ON FILE WITH THE CITY OF GIG HARBOR SHOULD BE CONSULTED PRIOR TO COMMENCING DESIGN DRAWINGS FOR ANY FUTURE DEVELOPMENT ON THE LOTS SHOWN HEREON.
11. DURING THE COURSE OF CONSTRUCTION OF ANY LOT WITHIN THIS SUBDIVISION, STUB-OUT INVERT ELEVATIONS FOR STORM DRAINAGE SHOULD BE VERIFIED BY THE INDIVIDUAL LOT BUILDER OR OWNER TO PROVIDE THE NECESSARY SLOPE FROM THE PROPOSED HOUSE.
12. BUILDING SETBACKS ARE PER CITY OF GIG HARBOR HEARINGS EXAMINER'S REPORT OF FINDINGS, CONCLUSIONS AND DECISION ON SUB 05-1126 DATED MAY 30, 2007.
13. "WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS SITE."
14. "WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED."
15. "THIS SITE PLAN IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER \_\_\_\_\_"
16. "STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS SITE PLAN. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE SITE PLAN THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE SITE."
17. TRACTS D, E, G, AND H SHALL BE UTILIZED FOR ACCESS AND UTILITIES SERVING 3-LOT GROUPINGS (LOTS 3-5, 58-60, 28-28, AND 35-37) WITHIN THE PLAT AND ARE DEDICATED TO THE RIDGE AT GIG HARBOR HOME OWNERS ASSOCIATION. THE LOTS THAT ARE SERVED BY THE TRACTS ARE GRANTED AN EASEMENT OVER THE TRACTS FOR SUCH ACCESS AND UTILITIES. MAINTENANCE OF UTILITIES SERVING ONLY ONE LOT OR THE UNSHARED PORTION OF JOINT USE UTILITIES WILL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT BEING SERVED. MAINTENANCE AND REPAIR OF THE PAVED SURFACES OF THE TRACTS IS THE RESPONSIBILITY OF THE ASSOCIATION. CLEARING OF VEGETATION AND SNOW FROM THE PAVED SURFACES OF THE TRACTS SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS SERVED BY OR LOCATED ADJACENT TO THE PAVED SURFACES OR THE TRACTS. THE ASSOCIATION MAY PROMULGATE RULES TO DESCRIBE THE MAINTENANCE OBLIGATIONS OF LOT OWNERS CONCERNING THE PAVED SURFACES OF THE TRACTS.
18. DUTIES TO PRESERVE LANDSCAPING AND RESTRICTIONS UPON THE ACTIVITIES WHICH MAY OCCUR IN THE 10' PERIMETER BUFFER DEPICTED ON SHEET 4 (REFERRED TO IN BUFFER TABLE AS BUFFER 3), IN ADDITION TO THE DUTIES AND RESTRICTIONS NOTED ON SHEETS 3 AND 4 AND IMPOSED BY LAW, ARE DESCRIBED IN A COVENANT RECORDED IN PIERCE COUNTY RECORDS CONTEMPORANEOUSLY WITH THE RECORDATION OF THIS PLAT. SUCH SEPARATELY RECORDED COVENANT APPLIES TO LOTS 28-37.



**PWE**

**PacWest Engineering, LLC**  
 5009 Pacific Highway E, Unit 9-0  
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STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

May 15, 2008

The Honorable Charles Hunter  
Mayor, City of Gig Harbor  
3510 Grandview St  
Gig Harbor, WA 98335

Dear Mayor Hunter:

Re: Outstanding Wastewater Treatment Plant Award for the City of Gig Harbor Wastewater Treatment Facility with National Pollutant Discharge Elimination System (NPDES) Permit No. WA002395-7.

The Department of Ecology's Northwest Regional Office is honored to extend our congratulations and appreciation to the City of Gig Harbor Wastewater Treatment Facility for its excellent performance throughout 2007.

We recognize the effort and attention to detail that is required to consistently and reliably treat wastewater to a high level of quality. Plant operators must conduct thousands of process monitoring tests throughout the year to keep the process on track and operating at peak performance. Operating at peak performance at all times is vital in achieving such an exceptional compliance record. Complying with all the conditions of the waste discharge permit, as well as, not exceeding any effluent limitations requires the dedication of operators, maintenance staff, engineering staff, administrative support and management. We are grateful for the dedication to protect Gig Harbor and the Puget Sound, a great natural and recreational resource of the Northwest.

Ecology would like to especially recognize the certified operators for their hard work, resourcefulness, and award-winning efforts. They work diligently to protect the environment. Skillful and proficient operators are critical to the successful plant operations and protection of Washington State's precious water resources.

Thanks again and congratulations.

Sincerely,

Kevin C. Fitzpatrick  
Water Quality Section Manager



**Subject:** Third Reading of Ordinance -  
R-2 Zoning District Amendment  
(ZONE 08-0002)

**Proposed Council Action:** Adopt ordinance  
at this third reading.

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** June 9, 2008

**Exhibits:** Draft Ordinance; Planning Commission  
Minutes

Initial & Date

**Concurred by Mayor:**

CLH 6/5/08

**Approved by City Administrator:**

AK 6/3/08

**Approved as to form by City Atty:**

JBT 6/3/08

**Approved by Finance Director:**

**Approved by Department Head:**

JD 6/3/08

Expenditure	Amount	Appropriation
Required	Budgeted	Required
0	0	0

**INFORMATION / BACKGROUND**

At the request of at least four Councilmembers, this draft ordinance has been brought back for a third reading for Council's consideration.

The proposed amendments to the Medium – Density Residential (R-2) zone would:

- 1) Add triplexes and fourplexes as conditional uses in the R-2 zoning district.
- 2) Set a minimum density of 4 dwelling units per net acre for the R-2 zoning district.
- 3) Increase the allowance for impervious coverage in the R-2 zoning district from 40% to 60% of the total lot area.
- 4) Amend the Density in Residential Zones chapter (GHMC 17.05) to state that the allowed density in each zone is the minimum and/or maximum density as specified in each zoning district chapter.

The Planning Commission held work study sessions on this text amendment on January 3<sup>rd</sup> and January 17<sup>th</sup>, 2008 and February 21<sup>st</sup>, 2008. A public hearing before the Planning Commission was held on March 6, 2008. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the text amendment. Copies of the minutes for the Planning Commission meetings which these amendments were discussed are attached.



At the Monday, May 12, 2008, first reading on this ordinance the Council had questions on the minimum density currently required in the R-2 zoning district. The R-2 zoning district does not currently have a minimum density. This amendment if adopted would set a minimum density.

**POLICY CONSIDERATIONS**

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

**GHMC 17.20 Medium-Density Residential (R-2)**

Chapter 17.20 GHMC contains the uses, performance standards and site development standards for the R-2 zone.

From GHMC 17.20.010:

*An R-2 district is intended to allow for a moderate density of land use that is greater than is permitted in an R-1 district but less than is permitted in an R-3 district, where suitable facilities such as streets, water, sewer and storm drainage are available. An R-2 district provides a transition between a higher density residential district in order to preserve the primarily residential character of existing lower density residential areas.*

**Staff/Planning Commission Analysis:**

The Planning and Building Committee first discussed this text amendment in the fall of 2007 after several citizens expressed concern that their triplexes were nonconforming uses in the R-2 zone. Upon research of the R-2 zone, it was found that approximately 27 percent of the residential units in the R-2 zone are contained in triplexes or fourplexes. With the proposed amendment only approximately 6 percent of the residential units in the R-2 would be considered nonconforming uses.

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

The Planning Commission expressed concern with the percentage of triplex and fourplex units in the R-2 zone and how those uses were nonconforming uses. The Planning Commission felt that triplex and fourplex uses were consistent with the intent of the Medium-Density Residential (R-2) zone to provide a transition between single-family and multiple-family housing typologies. In addition, conditionally allowing triplexes and fourplexes will greatly reduce the number of nonconforming residential uses in the zone.

The addition of triplexes and fourplexes has the potential to allow more affordable housing choices in the R-2 zone and still transition between a single-family zone (R-1) and a multi-family zone (R-3/RB-2). However, given the potential size and bulk of triplexes and fourplexes, the Planning Commission felt the uses should be conditionally allowed in the zone. The conditional use process would be appropriate to evaluate the impacts associated with triplexes and fourplexes, because the conditional use procedure would assure that the public would have an opportunity to comment on the development during a public hearing, and the

hearing examiner could evaluate the use under the conditional use permit criteria to determine whether the triplex or fourplex would be detrimental to the existing neighborhood.

The Planning Commission then discussed the issue of density and felt that the maximum allowed density should not increase but that a minimum density of 4 dwelling units per acre would be appropriate for full utilization of the transitional nature of the R-2 zone and meet urban densities required by the Growth Management Act. The Planning Commission proposes increasing the impervious surface allowance to 60% to accommodate 6 dwelling units per acre and the duplexes, triplex and fourplex buildings and associated driveways allowed in the proposed amendments.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on March 5, 2008 as per WAC 197-11-340(2).

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

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

**RECOMMENDATION / MOTION**

**Move to:** Adopt ordinance at this third reading.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING TRIPLEXES AND FOURPLEXES AS CONDITIONAL USES IN THE R-2 ZONING DISTRICT; ESTABLISHING A MINIMUM DENSITY OF FOUR (4) DWELLING UNITS PER NET ACRES FOR THE R-2 ZONING DISTRICT; INCREASING THE ALLOWANCE FOR IMPERVIOUS LOT COVERAGE FROM 40 PERCENT TO 60 PERCENT IN THE R-2 ZONING DISTRICT; AND AMENDING THE DENSITY IN RESIDENTIAL ZONES CHAPTER (GHMC 17.05) TO STATE THAT THE ALLOWED DENSITY IN EACH ZONE IS THE MINIMUM AND/OR MAXIMUM DENSITY AS SPECIFIED IN THE ZONING DISTRICT CHAPTER; AMENDING GHMC SECTION 17.14.020, 17.20.040, 17.20.070 AND 17.05.020 OF THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, approximately 27 percent of the existing residential units in the R-2 zoning district are contained in triplexes or fourplexes but triplexes and fourplexes are prohibited uses in the R-2 zoning district; and

WHEREAS, the R-2 zoning district is intended to allow for a moderate density of land use that is greater than is permitted in an R-1 zoning district but less than is permitted in an R-3 zoning district and to provide a transition between a higher density residential district in order to preserve the primarily residential character of existing lower density residential areas; and

WHEREAS, allowing triplexes and fourplexes in the R-2 zoning district would be consistent with one aspect of the intent of that zone's stated intent, which is to provide a transition between single-family and multiple-family housing typologies; and

WHEREAS, Comprehensive Plan Goal 2.3.3.a desires an expansion in residential districts and code definitions to allow a board choice of housing types and locations; and

WHEREAS, the City desires to require conditional use permits for triplexes and fourplexes rather than allow them outright in the R-2 zoning district given the potential size and bulk of triplexes and fourplexes; and

WHEREAS, the conditional use process would be appropriate to evaluate the impacts associated with triplexes and fourplexes, because the conditional use procedure would assure that the public would have an opportunity to comment on the development during a public hearing, and the hearing examiner



could evaluate the use under the conditional use permit criteria to determine whether the triplex or fourplex would be detrimental to the existing neighborhood; and

WHEREAS, currently the R-2 zoning district does not have a minimum required density; and

WHEREAS, the City desires to establish a minimum density of four (4) dwelling units per acre in the R-2 zoning district to assure full utilization of the transitional nature of the R-2 zoning district and meet urban densities required by the Growth Management Act; and

WHEREAS, the City desires to increase to allowed impervious lot coverage in the R-2 zoning district from 40 percent to 60 percent to allow for the maximum density of 6 dwelling units per acre and the duplexes, triplexes and fourplexes and associated driveways permitted outright or conditionally allowed in the zoning district; and

WHEREAS, GHMC Section 17.05.020 currently states that all densities listed in the zoning code are maximum densities which would not be true with the adoption of this ordinance and needs to be corrected; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on March 5, 2008; and

WHEREAS, on March 5, 2008, a copy of this Ordinance was sent to the Washington Department of Community, Trade and Economic Development, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 6, 2008 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on May 12, 2008; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at a second reading on May 27, 2008; and

WHEREAS, on \_\_\_\_\_, 2008, the City Council adopted this Ordinance at third reading during a regular City Council meeting; Now, therefore;

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

Section 1. Section 17.14.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.14.020 Land use matrix**

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD
<b>Uses</b>																				
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	P	P	P	-	P <sup>14</sup>	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	P	P	P	-	P <sup>14</sup>	P
Dwelling, triplex	-	-	-	C	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	C <sup>17</sup>	P	-	P <sup>14</sup>	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	C <sup>17</sup>	P	-	P <sup>14</sup>	P
Dwelling, multiple-family	-	-	-	-	P	P <sup>6</sup>	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	-	-	-	P <sup>14</sup>	P
Accessory apartment <sup>1</sup>	-	C	P	-	P	-	C	C	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	-	P	-	P <sup>14</sup>	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Home occupation <sup>2</sup>	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P <sup>5</sup>	C	P <sup>5</sup>	C	C	C	C	P	-	C	P	C	-	-	-	-	-	P/C <sup>15</sup>
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	P	-	C <sup>21</sup>	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD
<b>Uses</b>																				
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P <sup>16</sup>
Sales, level 1	-	-	-	-	-	-	C <sup>7,8</sup>	-	P	P	P	P	P	-	-	-	P	-	P <sup>13</sup>	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	-	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	-	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P <sup>10</sup>	P	P	C	-	-	-	-	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C <sup>19</sup>	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P <sup>9</sup>	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility <sup>3</sup>	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C <sup>8</sup>	P	P	P	P	P	P	-	-	C <sup>12</sup>	P	-	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-



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

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

<sup>2</sup> Home occupations are subject to Chapter 17.84 GHMC.

<sup>3</sup> Adult entertainment facilities are subject to Chapter 17.58 GHMC.

<sup>4</sup> Wireless communication facilities are subject to Chapter 17.61 GHMC.

<sup>5</sup> Houses of religious worship shall be limited to parcels not greater than 5 acres.

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

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

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

<sup>9</sup> Animal clinics shall have all activities conducted indoors in the DB district.

<sup>10</sup> Drive-in theaters are not permitted in the B-2 district.

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

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

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

<sup>14</sup> Residential uses shall be located above a permitted business or commercial use.

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

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

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

<sup>18</sup> Planned unit developments (PUDs) are conditionally permitted in the ED district.

<sup>19</sup> Commercial parking lots in the WC district shall be related to shoreline uses.

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

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

Section 2. Section 17.20.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.20.040 Development Standards**

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

	Single-family and duplex dwellings	Other residential and nonresidential
A. Minimum lot area for short plats <sup>1</sup>	7,000 sq.ft./dwelling unit	
B. Minimum lot width <sup>1</sup>	50'	50'
C. Minimum front yard <sup>2, 4-3</sup>	House: 20' Porch: 12' Garage: 26'	25'
D. Minimum side yard <sup>4, 5-3, 4</sup>	8'	7'
E. Minimum rear yard <sup>4, 5-3, 4</sup>	30'	25'
F. Maximum site impervious lot coverage	40% <u>60%</u> of the total lot area	
G. Minimum density	4 dwelling units/acre	
<del>G</del> H. Maximum density <sup>3</sup>	6 dwelling units/acre	

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

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

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

<sup>4, 3</sup> Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.

<sup>5, 4</sup> Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 3. Section 17.20.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.20.070 Design.**

All structures development shall conform to the design standards contained defined for single family dwellings as provided in GHMC 17.99.490. Nonresidential development shall conform to all nonresidential design standards defined in Chapter 17.99 GHMC. Duplex dwellings shall conform to the design standards for single-family dwelling as provided in GHMC 17.99.490 and 17.99.510.

Section 4. Section 17.05.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.05.020 Requirements Allowed density.**

The allowed density, as shown for each residential zone in this title allowing residential uses, represents the minimum and/or the maximum number of dwelling units that may occupy an acre of land, as stated in each zoning district chapter. ~~This maximum number of units may be exceeded only through participation in the planned residential development process (PRD, Chapter 17.89 GHMC).~~ Where the allowed density of a zone does not state a minimum or maximum density, the stated density shall represent both the minimum and maximum number of dwelling units that may occupy an acre of land. Density may also be increased under the procedures identified in an individual chapter for developments conforming to the standards in an individual chapter, but such procedures are not applicable to a PRD, which includes a separate process to increase density within a PRD.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_, 2008.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk



APPROVED AS TO FORM:  
Office of the City Attorney

---

Carol A. Morris, City Attorney

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

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

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey, Joyce Ninen and Dick Allen. Commissioners Theresa Malich and Jill Guernsey were absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

It was decided to reference the waterfront zones specifically on page 2 2<sup>nd</sup> paragraph and to remove the phrase “if they meet that definition” as it was redundant. Commissioner Pasin asked for clarification of a sentence in the first paragraph on page 3 and it was decided to remove the second half of the sentence which said “and Ms. Kester added that we could add a specific definition” and replace it with “in the waterfront zones”. Mr. Pasin also pointed out that he meant to express his disapproval of the 65,000 square foot limitation rather than 35,000 as stated on page 4.

**MOTION:** Move to approve minutes of December 20<sup>th</sup>, 2007 as amended. Ninen/Pasin – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Senior Planner Jennifer Kester went over her memo on underground structures and an e-mail from Randy Boss. She stated that she hoped to have them review the memo and then develop a memo to the City Council at the next meeting.

**2. Introduction of the first quarter work program:**

- Implementation of Neighborhood Design Areas in Design Manual
- Grandfathering Nonconforming Structures Inside and Outside the Waterfront Zones/ Triplexes in R-2 zone
- Removal of Mixed Use District Overlay and determination of appropriate underlying zoning
- Limiting Office Uses in Waterfront Millville
- Appropriateness of RB-1 zoning district locations and allowed uses

Ms. Kester went over the first quarter work program, explaining that the work program won't get final approval until the City Council meeting of January 14<sup>th</sup>. She then gave a brief overview of each item in the first quarter, noting that the proposals do not have to be done in any specific order and that there will be one public hearing for all of them.

#### Implementation of Neighborhood Design Areas in the Design Manual

Ms. Kester talked about some of the proposals included in this amendment and that one of the issues were what do we do where neighborhood design areas meet.

Commissioner Jeane Derebey said that she thought that this would be difficult without knowing exactly what the design criteria would be in each area. Ms. Kester stated that she thought the opposite was true as the criteria would be difficult to develop if we're unsure how they would be implemented. She went on to say that the goal within this quarter was to talk about what the intent was and how neighborhood design areas should be implemented. Commissioner Harris Atkins asked if we would try to identify criteria and who would review them and Ms. Kester said yes; however, it could be a very simple approach. Ms. Derebey supported approaching it from a simplified standpoint. Mr. Atkins noted that they would get to those specifics at a later date. Ms. Kester pointed out where there are commercial areas that are not necessarily abutting parcels but could be addressed with some kind of hatched area on the map. Planning Manager Tom Dolan suggested that staff could look over the map and come up with some real life examples and case studies to help the discussion. Mr. Pasin said that he thought that the other area where there will be a problem is when someone owns three parcels and maybe one is in one design area and two are in another. Ms. Kester agreed that that would have to be addressed as well, pointing out that it would additionally complicate the situation if someone did a Boundary Line Adjustment and now their parcel is in two different neighborhood design areas. Mr. Atkins expressed that they may not understand the transition areas between these areas enough to come up with a fool proof solution.

Ms. Kester noted that they could discuss this after completing the other four items in this quarter since they will result in a public hearing and text amendment; whereas, this is merely a discussion.

Commissioner Joyce Ninen asked if the neighborhood design areas will have its own section in the design manual and Ms. Kester said that yes it will probably be its own chapter. Mr. Pasin pointed out that if you read the residential section, historic district section and the zone transition section it will become apparent what some of the issues may be. Mr. Atkins suggested that they devote an entire meeting with some DRB members to discuss this issue. Ms. Kester also stated that it may need to be discussed with a sub group.



Mr. Pasin said that he felt that how the design manual gets organized relative to this issue will become very important. Ms. Kester agreed that it will be important to look at how it is organized and integrated.

Ms. Ninen stated that she thought it would be helpful to have a refresher course on the design manual. She asked which area Ms. Kester felt would be good to start with and Ms. Kester answered that she had thought northwest industrial would be a good one to start with. Mr. Atkins asked if that was an area of great demand and Ms. Kester said that it was the area that our design manual does the worst job being specific. Mr. Pasin said that he felt the standards were restricting development from the intent of the zone. Ms. Derebey asked if this item was something that should be dealt with in the first quarter and Ms. Kester explained the thought process behind the items in this quarter and that it would have to be brought before the Planning and Building Committee if they wanted to change it. Ms. Kester reiterated that in order to continue the discussion on Neighborhood Design Areas, the Planning Commission wanted examples of transition areas, a refresher on the design manual and to get Design Review Board members involved. Mr. Pasin pointed out that maybe the Planning Commission needed new design manuals. Ms. Kester said that when the new comp plan is printed staff will also get them new design manuals.

Ms. Derebey asked about the comp plan amendment for 2008 that Mr. Atkins had asked about, pointing out that the land use map does not really reflect to goals of the city. Mr. Dolan said that he felt that it was important that our land use map and zoning map are consistent. Ms. Kester noted that the hurdle will be concurrency because if we up the designation to something that increases the intensity it will require concurrency which we do not have. She noted that if we are lowering the designation it will not be an issue. Additionally, she stated that the 2008 comp plan amendments will be looked at in the third quarter. Mr. Atkins noted that the impact of these two documents being incompatible is that we are encouraging development that is inconsistent with current policies and goals.

Grandfathering Non-conforming Structures Inside and Outside the Waterfront Zones/Triplexes in R-2 zone.

Ms. Kester went over the proposal and reminded the commission of a previous discussion on this topic. Mr. Dolan noted that on January 28<sup>th</sup> the Council will be considering the draft ordinance on an interim solution and that they are expecting a recommendation from the Planning Commission on a permanent solution. She explained that currently (except in the shoreline area) if a structure is damaged beyond 50% then it can't be replaced. She further stated that there had been some discussion of whether or not people should be able to rebuild. She noted the information that she had provided outlining how many triplexes and fourplexes were in the R-2 zone, 33% of the dwelling units in that zone are nonconforming. Mr. Pasin stated that they had had some discussions during the formation of the matrix and asked that perhaps they could look at some of those notes. Mr. Dolan pointed out that there were some other items within the proposed ordinance that dealt with process changes.

Removal of the Mixed Use District Overlay and determination of appropriate underlying zoning

Ms. Kester stated that this item had been on the work program for a couple of years. She noted that the City Attorney and the Planning and Building Committee had expressed the overlay should probably be removed. She further explained that if the overlay is removed it will effectively down zone some of the properties; therefore, we need to look at what the properties should be zoned. She stated that the MUD could become a zone; they could just leave the zones as they are or they could come with entirely different zones. Mr. Pasin said that what had always bothered him with this is that they don't seem to know what they really want in this area. Ms. Kester said there was a Mixed Use District land use designation in the Comprehensive Plan which might help. Mr. Pasin stated that with the advent of Harbor Hill Drive the vision for that area may not be the same. Mr. Atkins asked what the original intent was and Ms. Kester said that at that time there was a big push for mixed use types of development and for some flexibility. Mr. Dolan said that it isn't necessarily the uses that are allowed there that is the problem, but rather the process. Ms. Ninen said that mixed use zones are very popular and Ms. Kester said that the issue is just that people need to know what could be built next to them. Mr. Pasin said that the mixed use zones were really for more of an urban setting. Ms. Kester said she would bring the policies out of the comp plan to the next meeting to help with the discussion. She also noted that there had been a rezone to ED in the area. Ms. Ninen also noted that there is a proposed connection road and that it would make sense to have more retail development. Mr. Atkins said that once Harbor Hill Drive connects to Burnham it could really be a traffic issue if we add more retail uses here. Ms. Kester stated that traffic models that have been run have always assumed that this area is mixed use.

Limiting Office Uses in Waterfront Millville

Ms. Kester said that this item had been around the longest, proposed in 2005. She noted that it had been proposed prior to the land use matrix and the applicant was proposing the office uses only be allowed as incidental uses in existing buildings. She noted that this had come about as a result of an approved 3500 sq ft office building that has yet to be built. Additionally, Ms. Kester noted that they would have to think about what is incidental. She noted that office uses also have different impacts than some of the other uses already allowed in this zone. Mr. Allen said that he thought that the 3500 sq ft limit solved the applicant's concerns. Ms. Kester stated that it had been pointed out to the applicant and they still wanted to move forward with this amendment. Ms. Kester then pointed out that this would make a couple of buildings nonconforming.

Acting Chair Harris Atkins called a five minutes recess at 7:25 pm. The meeting was reconvened at 7:30.

Appropriateness of RB-1 zoning district locations and allowed uses



Ms. Kester stated that the Planning Commission had requested this back in 2006. She pointed out that she had provided the minutes and power point presentation that went to the Council on the RB-1 zones. Ms. Ninen noted that there were 12 RB-1 areas. Ms. Kester said that a lot of these items in this quarter will have heavy public involvement.

Ms. Kester then asked the Planning Commission which of the items they wanted to tackle at the next work study session.

Ms. Derebey stated that she would like to look at the RB-1 zoning, the mixed use overlay and nonconforming structures. Ms. Ninen agreed as she felt they should be able to get those done. Mr. Pasin said that he would like to look at nonconforming structures, the mixed use overlay and office uses in Waterfront Millville at the next meeting and leave the RB-1 issue until the meeting after that. Ms. Derebey said that she felt that there was more information for the three she had proposed. Mr. Atkins said that he felt the RB-1 issue was large. Ms. Kester stated that she felt that the nonconforming structures, mixed use overlay and office uses in Waterfront Millville could be covered at the next meeting. Ms. Derebey suggested working on just nonconforming structures and the mixed use overlay since everyone agreed on those. Ms. Kester agreed that working on those at the next meeting and then work on the other two at the February meeting was a good approach. Mr. Atkins agreed. Ms. Kester stated that she was shooting for either February 21<sup>st</sup> or March 6<sup>th</sup> for a public hearing. Mr. Dolan assured the commission that staff will make sure and get ample notice out for the public hearing.

### **UPCOMING MEETINGS**

January 17<sup>th</sup>, 2008 – Work Study Session

Ms. Kester said that at the next meeting she will have a finalized memo for the City Council. She went through the memo she had provided and pointed out what she had changed. Ms. Ninen asked about Mr. Boss's e-mail regarding the 24' entrance and Ms. Kester said that she was thinking they could still forward their recommendation to the City Council and see if they agree with the Planning Commission approach and then we will discuss the specifics such as Mr. Boss's concerns, when we have a public hearing.

Mr. Atkins noted for the record that at the next meeting they will hold election of officers, finalize the memo to the City Council and then move on to a work study session on the two proposed amendments.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 7:45 p.m. Derebey/Pasin – Motion passed.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
January 17, 2008  
Gig Harbor Civic Center**

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

**CALL TO ORDER:** 6:00 p.m.

**ELECTION OF OFFICERS**

Commissioner Harris Atkins nominated Theresa Malich to serve another term as Chair and Commissioner Jill Guernsey seconded the nomination.

Commissioner Joyce Ninen nominated Harris Atkins to serve another term as Vice Chair and Theresa Malich seconded the nomination.

**MOTION:** Move to elect Theresa Malich as Chair and Harris Atkins as Vice Chair. Ninen/Guernsey – Motion passed unanimously.

**APPROVAL OF MINUTES**

It was noted that at the bottom of page two it should say Mr. Pasin rather than Ms. Pasin, at the top of page two change the word “their” to “the” and spell out Boundary Line Adjustment.

**MOTION:** Move to approve the minutes for January 3<sup>rd</sup>, 2008 as amended. Ninen/Atkins – Motion passed unanimously.

Senior Planner Jennifer Kester noted that the second item on the agenda; Nonconforming Uses in the R-2 zone and nonconforming structures regulations, may have some conflict of interest issues since a Planning Commission member may have a chance to benefit and may need to recuse themselves. Ms. Kester suggested that the commission may want to move this to the last item on the agenda or limit the discussion to the nonconforming uses. It was decided that this item would be moved to the end of the agenda and Theresa Malich and Dick Allen would recuse themselves at that time since they own property in an R-2 zone.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – To finalize a memo to City Council for further direction on the topic of underground structures. Memo includes new definitions for gross floor area, underground building and attic.

Ms. Kester pointed out the memo that she had drafted on the proposed amendments related to underground structures and asked that the commission look it over to assure that it conveyed their thoughts on the issue. She then talked about the draft definitions.

Planning Commissioner Joyce Ninen mentioned that she was unsure if underground building was the appropriate term and suggested perhaps space or area. Discussion followed on perhaps using underground floor area. Everyone agreed to change the term to floor area and Ms. Kester said that she would change the text and any references.

Planning Commissioner Jill Guernsey brought up an issue with the definition of gross floor area, to perhaps remove the word several and change floor to floor(s). Planning Commissioner Pasin asked why it states "or buildings" and Ms. Kester said that the issue is that by code a building that appears to be one can be separated by firewalls and technically be made into several buildings. Ms. Kester explained the performance standards. Planning Commissioner Harris Atkins said that the sentence implies that several buildings might be on one lot. He asked if it was still covered in the performance standards if we removed buildings. Mr. Pasin asked why someone couldn't have several buildings together under separate ownership. Ms. Kester explained that the exterior mass of the building is what is calculated. Mr. Dolan stated that this language will allow us to administer the code better. Ms. Guernsey suggested that it say "of each floor" rather than "at each floor". Everyone thought that "at each floor" was the appropriate phrase. Mr. Pasin suggested that they remove the phrase entirely and Ms. Guernsey agreed. Ms. Kester asked what would be calculated, the floor area or the entire area and explained that was why "at each floor" was necessary.

Mr. Pasin asked about interior balconies and mezzanines and how they are calculated. Ms. Kester explained how they were calculated and defined. Ms. Ninen asked about the mechanical equipment room and how it is calculated. Ms. Kester explained that the units that are not in a room would not be counted. Ms. Ninen clarified that gross floor area for the waterfront will be discussed at another time.

It was asked by Mr. Pasin if in Item B. it was referencing attached and detached and Ms. Kester replied that yes that was in the performance standards. Mr. Pasin then asked about underground floor area where it says 24 linear feet of access. He asked how that would work and Ms. Kester said that she believed that the decision was that this issue would be discussed after hearing the public input. They referenced an e-mail from Randy Boss and Ms. Kester further explained that they will decide on what that exact number is after the public hearing, this memo is just to let the council know that the commission wants to make a provision for access. Mr. Pasin asked why they would want to limit the access point so that someone would instead have acres of parking. Mr. Atkins reminded him that the Planning Commission is trying to allow underground parking in a reasonable way. Mr. Dolan suggested that it could say as required by the building code. Ms. Kester said that she would clarify in the council memo that these issues were not firm.



Ms. Kester then asked if they were done with the definitions and if everyone was okay with the memo. Ms. Ninen felt that the memo was very concise. Ms. Kester asked for a motion to approve the memo and direct Chairman Malich to sign it.

**MOTION:** Move to authorize the Chair to send this memo to council as amended. Atkins/Ninen - Motion passed with Mr. Pasin opposed.

Chairman Malich called a short recess at 7:00 p.m. The meeting was reconvened at 7:05 p.m.

2. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** –  
ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.

Ms. Kester displayed a map of the overlay area. She stated that the consensus among staff, the City Attorney and the City Council is that the overlay needs to be removed. She explained how overlays usually work, adding restrictions and that this one allows additional uses. Ms. Kester explained what would happen if the overlay were removed and the underlying zones were left, stating that some of the properties would be effectively down zoned. She stated that the comprehensive plan has designated this area as a mixed use area. Mr. Pasin said that if we remove the overlay and the road gets developed then there is an opportunity to rezone around it to something more appropriate. Ms. Kester pointed out 96<sup>th</sup> street and explained the proposed split diamond approach and how the new interchange may affect this area. She stated that this area will change so the question is whether we want to change it now or wait for when the interchange is put in and examine it then. Mr. Atkins said that it seemed like the Mixed Use District was a good idea and asked why it failed. Ms. Kester answered that some of the property owners have taken advantage of the zoning or are anticipating taking advantage of the Mixed Use District but first there was a transportation issue and then a sewer issue. Mr. Atkins said that the underlying zoning doesn't seem to make sense, but rezoning is a large project. Ms. Kester suggested that the Mixed Use District could become its own zone they could just rezone everything in the overlay. She said that there will be some property owners who won't like that. Mr. Atkins said that he had driven the area and it was quite amazing all the stuff that was in there. Mr. Pasin stated that he thought that some of the area actually didn't reflect the area where the uses would probably grow once the interchange is in place.

Ms. Guernsey asked about the effects of removing the overlay and just having the underlying zoning. Ms. Kester explained how the overlay is applied. Ms. Ninen suggested changing the Mixed Use District to include the uses currently in the underlying zone. Ms. Kester agreed that the Mixed Use District could be tweaked to include some of the uses and standards from the other zones. She said that she would most closely liken the Mixed Use District to the B-2 zone with a density calculation that is much lower. Additionally, she noted that the traffic studies that were done assumed highest and best use. Ms. Kester then explained how it would need to happen if they



were to create a mixed use zone stating that it would not be that difficult but would have to add some impervious surface limitations and some rewording.

Ms. Kester said that she could work on a proposal to make the mixed use overlay a zone. Mr. Pasin said that he was concerned about the section that distinguishes between different size parcels and Ms. Kester said that section may have to go away. Mr. Pasin said that he also had a concern with zone transition. Mr. Atkins agreed that was something to be considered, but suggested they pick an approach and then look at those issues. Ms. Kester then highlighted the land use designation. Everyone agreed that Ms. Kester would work on a mixed use district zone and then they could discuss the boundaries, etc. Mr. Pasin stated that he was concerned that some of the area needed to be another zone and everyone agreed that that may be true but that right now they just needed to figure out what a mixed use zone is and then decide what area will be within it and what some of the other properties might be zoned. Ms. Guernsey suggested that at the next meeting they have an aerial photo so that they can see what is there now.

**3. Direct Council consideration of an ordinance that would standardize how residential heights are measured in Historic Districts.**

Planning Director Tom Dolan explained that this was the result of the height issue with the two new homes being constructed along Harborview. He noted that there is a provision in the Historic District that is not in any other zone that says height is measured from natural grade for residential. He continued by saying that staff is proposing a small change that will make how you determine height consistent throughout the height restriction area. He explained that the change would be to change the wording to say "natural and finished grade" so that it would be the same for residential or commercial. Mr. Dolan stated that the City Council was asking for direct consideration on this item.

Mr. Pasin said that he thought it needed further discussion. Ms. Malich suggested that this might be a good subject for a combined meeting of the DRB and Planning Commission. Ms. Kester said that it is a larger question as to whether the height allowed is even correct. Mr. Dolan said he recommended that the larger discussion happen in the examination of the view basin plan. Ms. Kester explained how this will be more restrictive. Discussion followed on how structures are measured.

**MOTION:** Move to recommend the Council enter into direct consideration of this item. Ninen/Atkins – Motion passed unanimously.

Theresa Malich and Dick Allen recused themselves for the next item.

**4. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0031 – Nonconforming Uses in R-2 zone and nonconforming structures regulations.**

Ms. Kester referred everyone to the ordinance that the City Council is considering. Mr. Pasin asked about the section on non conformities and that he thought that it applied across the board. Ms. Kester explained that the change to all the other zones had never been passed by Council and now they are asking if this new language for R-2 should apply to the whole city. She pointed out that the new 17.68.035 is to replace 17.68.030. She went over other new sections and what sections they replaced and how they could be rewritten for all zones within the city rather than just R-2. Ms. Ninen asked if these code changes will solve the problem for the people who can't get insurance or financing. Ms. Kester said that yes, this should solve their problem. Ms. Ninen if R-2 usually only allowed up to a duplex and Ms. Kester said that cities are different so there is really no standard. Mr. Atkins asked if they were to make the uses conditional in R-2 would that have the same effect. Ms. Kester said that the triplex or fourplex might still be a nonconforming structure not just a nonconforming use. Ms. Ninen agreed that in addition to the nonconforming change the uses should be conditional. Ms. Kester said that they may also have to change the impervious surface standards. She also cautioned them that it may not result in many fourplexes due to the density standards. Mr. Pasin said that he felt it helped in affordable housing and density requirements. Ms. Kester also suggested that they may want to look at a minimum density and noted that minimum residential densities have been an issue. Mr. Atkins reiterated their desire to proceed with this ordinance revised to apply to the entire city and look at the R-2 standards with another text amendment to modify the uses and standards in the R-2 zone. Everyone agreed.

Ms. Kester clarified that the nonconforming allowance would apply to commercial and residential. Discussion followed on the ramifications of the continuation of nonconforming commercial uses. Ms. Ninen said that she felt that maybe commercial should not be allowed. Mr. Pasin said that he felt that it should apply to both. Ms. Guernsey went over the sections to clarify what issue each applied to. Ms. Kester explained and also gave examples of some nonconforming uses and structures. Mr. Atkins said that this issue is much larger than he originally thought. Ms. Guernsey said that right now she would like to limit it to residential. Ms. Kester said that they could have another work study session and staff could draft two different ordinances for consideration. Mr. Pasin reminded everyone that the commercial structures make up our community. Mr. Atkins agreed that there are many structures that are worth saving but that he just wanted to look at the issue further. Mr. Dolan suggested that staff could come with some examples of nonconforming structures and uses. Mr. Atkins said that he felt that the purpose is to address the problem raised and he thought they should look at it further. Ms. Guernsey clarified the language and its meaning and that the issue with respect to uses is do they allow any nonconforming use to rebuild if it's destroyed by an act of God. Mr. Atkins said that the other section that concerned him was the section about vacancy. Mr. Dolan reminded the commission that by State law nonconforming uses are designed to go away because if you don't want them to go away, you should rezone it.

### **UPCOMING MEETINGS**



Ms. Kester reminded everyone that the next meeting is on February 7<sup>th</sup> and that two items will be coming back from this meeting and they also needed to tackle the other two items for this quarter. She suggested adding the item on office uses in the Waterfront Millville zone. Mr. Pasin suggested that for the Mixed Use subject they know what applications are currently in the system.

Ms. Kester then let the commission know that the Council had approved the work program and there was discussion that the Planning Commission might need more time and staff agreed that they would facilitate a modification to the work program if more time was needed rather than rush items through. Mr. Dolan said that probably in April they will have another joint meeting with the City Council. Mr. Atkins asked that they know about possible dates and Assistant Planner Diane Gagnon agreed to contact the City Clerk to coordinate possible dates.

**ADJOURNMENT**

**MOTION:** Move to adjourn at 8:38 p.m. Guernsey/Ninen – Motion passed.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
February 21<sup>st</sup>, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Harris Atkins, Theresa Malich, Joyce Ninen, Dick Allen, Jill Guernsey and Jeane Derebey. Staff Present: Tom Dolan and Cindy Andrews.  
Commission member Jim Pasin arrived at 7:05 pm

**CALL TO ORDER:** 6:10 pm

**APPROVAL OF MINUTES:**

**MOTION:** Move to table the minutes from February 7<sup>th</sup>, 2008 until meeting of March 6<sup>th</sup>, 2008. Atkins/ Ninen – Motion passed unanimously

**NEW BUSINESS**

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

**Purdy Dr. and 144<sup>th</sup> St NW**

Ms. Guernsey asked what currently occupied the site. Mr. Dolan replied an auto repair business and a single family residence. Mr. Atkins stated that RB-1 would be an appropriate use. Ms. Ninen felt that RB-2 would be a more appropriate use. Ms. Derebey asked if there had been any single family residences in the affected area. Ms. Ninen and Ms. Guernsey pointed out the residential homes in the area. Mr. Allen asked if the auto repair shop would be non-conforming. Mr. Dolan replied yes.

**Purdy Drive**

Mr. Dolan pointed out the site on Purdy Dr. noting that Aspen Land Surveying Company currently occupied the site and that the use would continue to be a permitted use. Mr. Atkins asked if it would be an appropriate use.

**Sehmel Drive**

Mr. Dolan described the Sehmel Drive piece. Ms. Ninen asked if it had been included in the Burnham / Sehmel Annexation. Mr. Dolan replied yes. Mr. Dolan stated the annexation area included approximately 380 acres incorporating all of the UGA area in to Purdy extending over to the Women's Prison. Mr. Allen asked what the zoning designation would be. Mr. Dolan replied predominantly R-1 with some ED zoning. Mr. Atkins asked if the applicant had been willing to zone to current zoning.

**Peacock Hill Ave and Ringold Ave**

Ms. Derebey and Ms. Malich felt the property should be zoned R-1. Mr. Atkins suggested R-2 multi-family would be a more appropriate use. Ms. Ninen and Ms. Derebey agreed residential with a higher density would be appropriate. Mr. Dolan suggested other uses such as nursing homes or assisted living would also be allowed. Mr. Atkins agreed it should be changed to R-1 or R-2.

**Burnham Dr.**

Mr. Dolan noted the property included 3 lots situated between Burnham Dr. and Harborview Dr., next to the Puerto Vallarta Restaurant explaining that the zoning to the north would be B-2. Ms. Malich felt that RB-1 would be a nice transition zone. Ms. Guernsey discussed rezoning the lots to different designations. Mr. Atkins asked if the lots would be conforming uses. Ms Malich preferred RB-1 suggesting that the lot abutting Burnham Dr. be a higher use than the lots fronting Harborview Dr.

**Peacock Hill Ave and North Harborview**

Mr. Dolan noted the areas surrounding the site as single family residential. Ms. Malich noted single family would be an appropriate use. Mr. Atkins and Ms. Ninen agreed that RB-1 was appropriate. Ms. Malich would like to keep it as is.

**Stinson Ave** – (Spadoni Corner)

Ms. Ninen explained her concern that the site currently operated as a non-conforming site suggesting a zoning of R-2 or R-3 would be more appropriate. Mr. Allen suggested commercial zoning. Ms. Ninen disagreed noting traffic concerns suggesting a higher density residential would be the most appropriate. Ms. Malich agreed asking if other sites in the vicinity would also have to be rezoned. Mr. Dolan responded no. Ms. Derebey and Ms. Ninen had concerns with rezoning to R-2. Ms. Malich suggested mixed use buildings. Ms. Ninen agreed. Ms. Derebey explained the location would be good for new restaurants. Ms. Malich asked if the property were to be changed to mixed use would another dirt place be allowed. Mr. Dolan replied no.

**Soundview and Harborview** – (Haub property)

Ms. Ninen asked if the property would be impacted by the shoreline master program also asking if there had been any plans for development. Mr. Dolan replied no suggesting that RB-1 could be a good use. Ms. Ninen and Ms. Derebey agreed. Mr. Atkins asked if the designation in the comprehensive plan would be single family residential. Mr. Dolan replied yes. Mr. Atkins suggested leaving the property zoned as is.

**Grandview and Stinson**

Ms. Ninen asked if the property close to the freeway had been included. Ms. Malich suggested a more intense residential zoning. Ms. Malich would like to see what the public has to say about the area. Mr. Atkins discussed the property to the east of Stinson Ave explaining that it would make more sense for those properties to be included in an RB-1 zone however the other properties closer to the freeway would be better zoned for restaurants and service stations. Ms. Ninen agreed.

**West Side of the Highway** - Near Stroh's Field

Mr. Dolan noted that the property bordered the proposed Pierce Transit Park-n-Ride facility to the north and single family residential to the south. Ms. Ninen suggested that RB-2 would be an appropriate zone. Mr. Allen agreed stating as long as there would be sufficient buffering. Ms. Derebey agreed

**Top of Soundview**

Ms. Ninen stated that the zoning appeared appropriate. Ms. Malich agreed and suggested that they move on to the next item.



**56<sup>th</sup> St and 38<sup>th</sup> Ave**

Mr. Dolan discussed the business in the vicinity, a gas station, veterinarian clinic and a daycare on one side a chiropractic clinic and office across the street and SFR north of 38<sup>th</sup>. Ms. Guernsey suggested commercial. Mr. Pasin explained that attempts had been made in the past to use some of the property as commercial for development of a mini-storage facility. Mr. Dolan suggested that the uses be looked at again for appropriateness and gave staffs recommendation that the commission go ahead with the public hearing giving the public the opportunity to comment.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335-**

**ZONE 08-0001 (Previously ZONE 07-0031) – Nonconforming use and structure amendments.**

**Talking Point #1:** Should the provision for reconstruction of nonconforming uses in the event of an act of nature be extended to only residential nonconforming use or all nonconforming uses?

Mr. Pasin felt that the concern should be the use in a residential district not the structure. Mr. Dolan explained it may not be a residential zone it could be an RB-2 use in a C-1 zone. Ms. Derebey felt that if the structure had been destroyed then the nonconforming use should not be allowed to return. Mr. Dolan explained that the concern had been prompted by a tri-plex in a nonconforming zone. Mr. Atkins asked if structure should be damaged at 50%, no matter what the use, could they be rebuilt within 1 year. Mr. Dolan noted that the rule had been changed to 100% asking should the rule apply to residential and commercial. Ms. Derebey stated that she did not remember the issue of use as being a part of the conversation. Ms. Malich asked what the point would be in rebuilding if you could not have the same use. Ms. Derebey felt that if it is a non-conforming use the nonconforming use should not be allowed to return. Mr. Dolan explained that if the uses in some zones could be changed the use could then become conforming. Ms. Derebey suggested that the tri-plex issue should be reviewed. Mr. Atkins stated that by making the use a conforming use the issue would go away but not the problem of rebuilding them. Mr. Allen felt that losing the nonconforming use would be too severe. Ms. Guernsey felt that someone who had already built there should be allowed to rebuild both residential and commercial in the event of destruction by nature. Ms. Derebey agreed that due to an act of fire they should be allowed to rebuild the structure. Ms. Malich and Mr. Allen agreed. Ms. Ninen disagreed and would be opposed. Ms. Derebey, Mr. Atkins, Mr. Pasin, Ms. Guernsey and Mr. Allen agreed. Ms Ninen disagreed.

**Talking Point #2:** In the event of a nonconforming use reconstructing after an act of nature, should the structure / premise containing the use have to comply with only the current building/fire codes or should we ask that the structure comply with any many (Design Manual, Critical Area, Performance Standards) as possible while still maintaining the use.

Ms. Guernsey felt that the nonconforming uses should be brought up to conformity to the extent possible asking for clarification regarding the building size limits. Ms. Malich explained that would be one of the requirements. Mr. Pasin had been concerned with the downtown historic district front setback requirements. All members agreed that nonconforming structures should comply with as many applicable codes as possible when rebuilt.



**Talking Point #3:** If we allow a nonconforming structure (with a conforming use) to rebuild after an act of nature, should it only comply with building and fire codes, or should we try to get compliance with the Design Manual or other performance standards, to the extent possible.

Commission members discussed talking point #3. Mr. Pasin stated his concern that it could make rebuilding impossible for the property owners. Mr. Dolan explained the property owner would be asked to become compliant only if it would be possible if not they would still be able to rebuild. Ms. Malich felt that the structures should fit in with other structures in the area. Mr. Atkins asked how the regulations would be negotiated. Mr. Dolan stated that in Tacoma anything rebuilt had to meet the current code requirements. Ms. Malich agreed that redevelopment should comply with the same design guidelines as new development. Mr. Pasin had been concerned that matching some of the older buildings would be difficult pointing out that a structure should be able to be rebuilt to the standards that it was previously. Ms. Guernsey asked how that would be stated. Mr. Dolan explained that two alternatives could be drafted for commission member's review and suggestions could be made prior to the public hearing. Ms. Guernsey asked if a list could be generated of the codes that should be considered. Mr. Atkins suggested the board could agree on an opinion but not commit until after public comment has been received at the public hearing. Mr. Allen also would like the public's opinion. Mr. Dolan asked for suggestions for language. Ms. Malich suggested that all structures come into compliance to the extent possible. Mr. Atkins, Ms. Ninen and Ms. Derebey agreed. Mr. Allen and Mr. Pasin disagreed. Ms. Guernsey agreed to the extent that there should be no loss of square footage emphasizing that the language should be clear. Mr. Dolan explained that if a structure had been destroyed and could not meet the design requirements the Design Review Board could use their discretion for approval.

Mr. Atkins left at 8:00 pm.

**Talking Point #4:** Should an allowance be given to a property owner who intentionally alters or damages a nonconforming structure (such as a remodel).

Mr. Pasin asked regarding larger structures what would be wrong with remodeling 1/3<sup>rd</sup> at a time. Ms. Guernsey asked if the structures would be required to stay within the building footprint. Ms. Malich commented that intentionally altered or damaged nonconforming structures should not be allowed to rebuild as non-conforming. Mr. Allen asked if the structure had been a SFR and replaced by a new and better designed SFR would that not serve the community better than what had been there before. Mr. Dolan explained that a SFR can be repaired or remodeled but could not be completely torn down and rebuilt to the pre-existing nonconformity. Mr. Pasin agreed with the remodel situation but if the home is intentionally damaged he would not agree. Mr. Dolan suggested that staff could draft the ordinance and present it at the public hearing for discussion. Ms. Ninen discussed the percentage of structure that would be allowed to be replaced. Mr. Dolan clarified that percentage of allowable replacement for remodels at 50 % over a lifetime of the structure. Mr. Allen asked if there would be time limits. Ms. Guernsey responded yes 1 year. Mr. Pasin asked if the would be based on the application submittal or the complete application. Mr. Dolan responded a complete application. Mr. Allen asked if provisions had been provided for extensions. Mr. Dolan responded no.

Ms. Malich and Mr. Allen leave at 8:15 pm

**ZONE 08-0002 – Adding triplexes and fourplexes as conditional uses in the R-2 zoning district**

Mr. Dolan discussed the number of nonconforming tri-plex and four-plex units inside city limits asking if commission members would like to change the code to allow them as conditional uses explaining that the density would also need to be changed. Ms. Ninen discussed the minimum density requirements. Mr. Dolan explained that minimum density had to meet the growth management goals noting that it could be a discussion for city council and planning commission to discuss later, noting that they should not be penalized for not meeting density. Mr. Pasin asked if a minimum had been stated in R-1. Ms. Guernsey stated we are talking about adding the minimum explaining that it would be urban density so it should be 4 units per acre and only for new structures. Ms. Derebey asked how that would be applied to existing uses. Ms. Guernsey suggested allowing them in R-2 zones. Ms. Derebey asked how that would apply to existing properties. Mr. Pasin asked if they would be permitted out right in R-2 Ms. Derebey stated that R-2 seemed to be the proper place for them. Ms. Guernsey agreed but as a conditional use. Ms. Derebey asked why a conditional use rather than permitted use. Ms. Guernsey explained that a conditional would provide the public an opportunity to comment. Mr. Dolan summarized the conditional use criteria. Ms. Derebey and Ms. Ninen agreed that it should be a conditional use. Mr. Pasin disagreed.

**ADJOURNMENT**

**MOTION:** Move to adjourn. Derebey / Ninen – Motion passed.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session and Public Hearing  
March 6, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Jill Guernsey, Joyce Ninen, Jeane Derebey and Dick Allen. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

**MOTION:** Move to approve the minutes of February 7<sup>th</sup>, 2008. Ninen/Allen – Motion passed unanimously.

Discussion followed on the minutes of February 21, 2008. The following changes were suggested by Ms. Ninen and agreed to by the commission.

On page 1 change Mr. Atkins *asked* to Mr. Atkins *stated*.

Page 2 add *that RB-1 was appropriate*.

Typo on page 2 *Soundview*.

Page 3 change *than* to *then*.

Page 3 remove second that

Talking point 2 – replace *with talking point #2* with *that non conforming structures comply with as many applicable codes as possible*.

Page 3, add *the structure*.

Remove *Ms. Malich agreed suggesting that there would be no need to further discuss this item*.

**MOTION:** Move to approve the minutes with the changes discussed. Ninen/Guernsey – Motion passed unanimously.

**WORK-STUDY SESSION**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0001 – Nonconforming use and structure amendments.**

Senior Planner Jennifer Kester went over the proposed changes to the ordinance as a result of the previous meeting. She noted that the council has passed ordinance 1122 which allows for reconstruction of non conforming structures due to acts of nature. Ms. Kester stated that due to the extent of the requirements in this section it should probably say that there is a specific permit necessary for a non conforming use and/or structure. She then went over the section on nonconforming uses of land. She stated that the commission had been interested in what codes would have to be met in order to rebuild



and Ms. Kester referred them to her staff report where it listed the codes that may be used for review.

Mr. Pasin asked about the eight codes and would there be a problem with concurrency. Ms. Kester explained that there is an engineering clause that allows for use of their previous concurrency for five years. Mr. Atkins clarified that if the city was under a moratorium and the use was completely destroyed it would not affect their ability to rebuild. Ms. Kester confirmed that was correct. Ms. Guernsey asked about the sign ordinance and it was clarified that they may need to bring the sign into compliance. She then asked about the reference to Chapter 17.01 and asked if it should be Title 17 and Ms. Kester said she would check the reference.

Mr. Pasin asked about page 1 where it talks about a replacement value, and asked why use replacement value instead of the square footage of the structure? Ms. Kester said that in the past this was how we measured non conformity. He asked how the replacement value is determined and Ms. Kester explained how it is determined in the building code. Mr. Pasin thought the replacement value was subjective. Ms. Kester explained that she thought that it was replacement value because it could be just a wall that does not involve any square footage. Mr. Pasin then asked about the term "lifetime". Mr. Dolan stated that that section is only for when an owner wants to voluntarily demolish his structure. Mr. Pasin stated that he was concerned about using both terms "use" and "structure" and Mr. Dolan explained that it is done intentionally as they are two very different things. Mr. Pasin then asked what does "otherwise lawful" mean in 17.68.040 and Ms. Kester explained that it may be in violation of fire codes. Mr. Pasin asked if .040 (a) should say "currently" in effect. Everyone thought it was fine as it was.

Ms. Derebey thought maybe there should be a reference to "for the purpose of remodeling" and Ms. Kester said that it would be difficult to determine their intent in demolishing a structure. It was decided to perhaps change intentional destruction to intentional alteration. Ms. Kester then went over the proposed order of the sections.

Ms. Derebey suggested that the discontinuance of nonconforming structures and uses be changed to uses and structures and Ms. Kester agreed.

Ms. Kester pointed out the statement that nonconformities shall comply with all other applicable codes to the extent possible. Mr. Pasin asked about the requirement to comply with applicable codes and gave an example that if part of the building is destroyed and you have to have it meet design (i.e., historic windows) and then the rest of the building does not have those types of windows. Ms. Kester went over various scenarios and that it may be difficult to determine what is the extent possible in a theoretical manner without an actual application to review. Mr. Dolan addressed the historic window solution and stated he couldn't imagine requiring three windows to look different from the rest of the building. Ms. Guernsey thought that the previous discussion was that they had to make application within one year not that it had to be

completed. Ms. Kester referred her to ordinance 1122 on page four where it states that the application had to be made within a year.

Chairman Malich called a 5 minute recess at 6:56. The meeting was reconvened at 7:04 p.m.

## **PUBLIC HEARING**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.**

Ms. Kester went over the request by City Council for removal of the Mixed Use District overlay. She explained the two options; Option A, removal of the overlay entirely and Option B, to implement a new mixed use zone which would be a harmonization of the uses allowed in the MUD overlay and underlying zones. Ms. Kester highlighted the changes. She stated that staff is also recommending a new definition of townhouse in order to implement the standards in the MUD zone.

Chairman Malich opened the public hearing at 7:10 p.m.

Don Wilcox, Burnham Drive, presently zoned B-2 with the MUD overlay. Mr. Wilcox asked how this would affect his property. Ms. Kester pointed out his parcel and explained that if the MUD overlay was removed his property was B-2, if it was the new mixed use zone, the uses would be the same but some of the performance standards may change.

Mark Shoens, 2002 Sullivan Drive NW – Mr. Shoens stated that he owns property on Burnham Drive NW and have been waiting for water, sewer and traffic concurrency. He said he was trying to figure out if he was going to lose some ability to develop his property. Ms. Kester said that he was zoned R-1 with an MUD overlay, she explained the current standards and the two options being presented tonight. He asked why they wanted to remove the overlay and Ms. Kester explained. Mr. Shoen expressed that he would prefer Option B.

Jerry Larimore, 4710 Gay Rd. Tacoma WA – Mr. Larimore stated that he owns property along Burnham Drive and that it sounds like taking something if Option A were implemented so he would prefer Option B. He asked about the tax implications. Ms. Kester explained that without knowing how Pierce County assesses the property now, she couldn't answer. She continued by saying it would depend on if the assessor treasurer currently takes the overlay into consideration.

Chairman Malich closed the public hearing at 7:20 p.m.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0001 – Nonconforming use and structure amendments**



Chairman Malich opened the public hearing at 7:21 p.m.

Senior Planner Jennifer Kester explained that the proposal is to change the nonconforming use and structures section of code. Ms. Kester explained what this section of code pertains to. She stated that the council recently passed an ordinance that nonconforming residential uses in the R-2 zone and that use burned down or was destroyed by some other act of nature, 100% of it can be rebuilt. She explained what the previous code had stated. She continued by explaining that the City Council asked that the Planning Commission examine whether that should apply to all zones rather than just R-2. She went over some of the changes that would be implemented with this ordinance.

George Pollock, 2808 Harborview Drive – Mr. Pollock said he was very thankful for the passage of Ordinance 1122 and was concerned by the remodel portion of the ordinance. Ms. Kester explained that replacement value only applied to things that would require a building permit, not carpets, lighting, etc. Ms. Kester stated that there were no provisions in today's codes for remodel of nonconforming structures and that this proposal would at least allow for it.

Due to the arrival of additional interested citizens, Chairman Malich re-opened the public hearing on Item 1, Removal of Mixed Use District overlay and determination of appropriate underlying zoning, at 7:25 p.m.

Wade Perrow, 9119 N Harborview Drive – Mr. Perrow stated that he agreed with the idea of removing the MUD overlay. He continued by saying that there are certain elements that can't just be removed.

Jill Guernsey explained the options in the proposal. Mr. Perrow said that he wasn't sure we needed another zone in the city. He asked that the Planning Commission make sure that the city has an adequate employment base.

Ms. Kester assured Mr. Perrow that the uses currently allowed in the overlay would be allowed in the mixed use zone. He stated he didn't think it was the best zoning for the city. He said that he had marked up the matrix to try to illustrate what he felt the zone should be for the area. Ms. Guernsey asked which of the current zoning districts he would suggest for the area. He explained why he thought it should be zoned differently and that this was an opportunity to really examine what should happen in this area. Harris Atkins asked if anyone had further comments after hearing Mr. Perrow's comments.

Mr. Larimore said that he thought that in a mixed use zone you could accomplish what Mr. Perrow was talking about but he also felt that transitioning between zones sounded nice as long as you do not down zone someone's property. Mr. Pasin asked how he envisioned his property being used and he said he didn't know.



Chairman Malich closed the first and second hearing at 7:40 p.m.

**3. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0002 – Adding triplexes and fourplexes as conditional uses in the R-2 zoning district.**

Dick Allen and Theresa Malich recused themselves from this item.

Ms. Kester went over the proposal and the proposed changes within it.

Vice Chairman Harris Atkins opened the public hearing at 7:45 p.m.

There being no one wishing to testify Mr. Atkins closed the public hearing at 7:47.

Mr. Atkins called a short recess at 7:48 p.m. The meeting reconvened at 7:50 p.m.

### **WORK-STUDY SESSION**

**3. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0002 – Adding triplexes and fourplexes as conditional uses in the R-2 zoning district.**

Ms. Kester noted that there is a technical amendment to go along with this amendment that addresses how we calculate density since we are putting a minimum density in. Mr. Atkins asked if anyone had any reason for not proceeding with asking staff to develop the ordinance. Ms. Guernsey asked if the changing of the density was also part of that and everyone agreed. Ms. Ninen and Ms. Guernsey said they were in favor. Ms. Derebey asked about how density worked and Ms. Kester explained. Ms. Derebey agreed with the proposal. Mr. Pasin said that during previous discussion he had felt that triplexes and fourplexes should just be permitted outright and others had felt differently but he would like to see if anyone had changed their opinion. Ms. Ninen said that they had discussed this at the last meeting and she felt it had to be conditional. Ms. Derebey agreed.

**MOTION:** Move to forward a recommendation to the City Council to add triplexes and fourplexes as conditional uses in the R-2 zone, set a minimum density of 4 dwelling units per net acre and increase the allowance for impervious coverage from 40% to 60% of the total lot area. Guernsey/Ninen – Motion carried unanimously.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0001 – Nonconforming use and structure amendments**

Ms. Kester went over the items that they had discussed at the work study session. She asked if 50% replacement value was the right trigger. Mr. Atkins brought up the testimony of the gentleman who was thinking about remodeling his unit interior. Ms. Kester stated that replacement costs are only those things necessary to build the building, not cosmetic things. Mr. Dolan suggested that they make interior remodels exempt. Mr. Atkins stated that he knew of a case where a family moved into a home

where there was no basement so they excavated so they had a full basement and had to put in a new foundation, this would have exceeded the 50%. He added that someone should not be penalized for remodeling their home. Mr. Atkins asked Ms. Malich if she could have done what she did to her home. Ms. Derebey said that Ms. Malich didn't really do any demolition because she didn't really tear anything down. Ms. Kester said that perhaps siding would be part of a replacement cost. Mr. Pasin said that if someone wants to put in new windows, roof, etc they could exceed 50%. Ms. Kester pointed out the section on repair and maintenance. Mr. Pasin said that maybe the question is what is remodel. Ms. Kester gave an example. Mr. Dolan stated that we had a customer with a nonconforming structure that they were going to tear down two walls in 2007 and replace them and then tear down two more in 2008 and replace them. Ms. Malich explained her situation when she tore down her garage that was nonconforming. Ms. Kester said that she really felt that there should be an interior remodel exemption, but the question remains as to how much exterior work is okay.

Mr. Pasin felt that they were trying to put together something that deals with the ugly and have lost sight of the people trying to maintain and update their properties. Mr. Dolan stated that every change here actually makes the code more liberal not more difficult. Discussion followed on the difference between remodel and repair and maintenance. Mr. Atkins said you might have a facility that was nonconforming because it didn't meet setbacks and this might prevent someone from remodeling their home. Ms. Kester explained that if you had a structure that met the front and side but not the rear, then just the portion of the house that is in the setbacks would be nonconforming. Ms. Ninen asked about solar panels and skylights would that be considered a structural change. Mr. Dolan pointed out the provision that nonconforming structures can be remodeled as long as it doesn't increase the nonconformity. Ms. Kester explained it further. Mr. Dolan pointed out that the rebuild provision, if it's damaged by an act of God, is extremely liberal. Mr. Atkins asked what percentage of homes within the historic district were nonconforming and Ms. Kester said that perhaps 75%. She noted that we have approved lots of remodels for nonconforming structures because it doesn't expand the nonconformity. Ms. Guernsey asked if there was a variance provision with this and Ms. Kester went over some variance scenarios. Mr. Pasin said that he felt that the ordinance needed to be broader. Ms. Derebey felt that with the interior remodel exemption this had been hammered out. Mr. Allen asked what if someone has a rundown house and they want to build something new. Mr. Dolan said that they could rebuild but they would have to meet the code or get a variance. Mr. Allen felt that we should appreciate that someone wants to build something new. Ms. Ninen stated that if someone had an old house maybe someone should get it listed as a historic structure. Ms. Guernsey said that she would like to see additional language including what they had discussed.

Ms. Kester said that she would come back at the next meeting with actual code language.



**MOTION:** Move to direct staff to prepare an ordinance incorporating the changes discussed tonight for our final consideration at the next feasible meeting. Atkins/Derebey –

Mr. Atkins stated that his intent was to include an exemption of interior remodeling and the other items that Ms. Kester had noted within the text. He stated that it is difficult to legislate common sense and asked the commission members to give this issue some thought for further discussion at the next meeting. Mr. Pasin felt that they should be cautious and that just because something gets put within the setbacks it doesn't necessarily improve views. Mr. Allen said that views are not really a consideration.

Motion passed unanimously.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.

**MOTION:** Move to defer this item to the next meeting. Ninen/

Ms. Kester went over the things that were still left to discuss within this quarter. Mr. Atkins went over what the options were and what some of the public had said tonight. He asked what everyone else thought and if they wanted to examine other zones. Ms. Derebey, Ms. Malich and Ms. Ninen stated they liked the new Mixed Use zone. Mr. Pasin said he wanted to discuss it further. Ms. Guernsey thought that Mr. Perrow had a good idea to reexamine the entire area but the City Council really doesn't want the commission to take the time to do that right now. She stated that she prefers Option B assuming that we need to do something now. Mr. Allen said that if it's just a fix then he would prefer Option B unless we want to take on a larger task. Mr. Atkins said he would go with the mixed use Option B, he didn't think that the area was big enough to warrant several different zones.

Ms. Ninen's motion died for lack of a second.

**MOTION:** Move to forward a recommendation to the City Council for the text amendment as written on the condition that the ordinance is brought back for review.

Ms. Kester pointed out that it is really an area-wide rezone and Mr. Atkins withdrew his motion.

**MOTION:** Move to have staff prepare an area wide rezone for the mixed use district with the currently configured boundaries. Atkins/Ninen – Motion passed unanimously.

## **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:50 p.m. Ninen/Derebey – Motion passed.





**Subject:** Second Reading of Ordinance –  
PRD and PUD amendments (ZONE 07-0020).

**Proposed Council Action:** Adopt ordinance  
at this second reading.

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** June 9, 2008

**Exhibits:** Draft Ordinance

Initial & Date

**Concurred by Mayor:**

CLH 6/05/08

**Approved by City Administrator:**

RJK 5/29/08

**Approved as to form by City Atty:**

JBT 6/3/08

**Approved by Finance Director:**

**Approved by Department Head:**

TD 5/28/08

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

Attached for the Council’s consideration are proposed amendments to the Planned Residential Development (PRD) and Planned Unit Development (PUD) chapters. If adopted the amendments would:

- 1) Clarify that the PRD density bonus provisions must be utilized in order to increase density in a PRD and that PUD floor area bonus provisions must be utilized in order to increase gross floor area in a PUD.
- 2) Clarify the types of uses allowed in a PRD.
- 3) Clarify where in a PRD and PUD open space must be located and who shall maintain the open space.
- 4) Clarify the need for a rezone application when the applicant seeks to change the use from the underlying zone in a PRD and PUD.
- 5) Add procedures for amending the City’s official zoning map to designate approved PRDs and PUDs.
- 6) Remove unnecessary and inaccurate references to PRDs and PUDs in the zoning code.

Since the first reading of the ordinance, the staff has recommended some additional language to further clarify the gross floor area increase allowed in a PUD. The additional language is shown in grey highlight on pages 7 and 8 of the ordinance. The new language clarifies that the 10 percent increase in gross floor area allowed for each additional amenity counts toward the maximum gross floor area increase allowed. This language is parallel to the language in the PRD density bonus provisions.

Staff believes that as this additional language only clarifies the proposed development regulations without changing the effect of the regulations, the ordinance can be passed at this second reading without additional public hearings. (GHMC 1.08.020(D)(2)(c))

**POLICY CONSIDERATIONS**

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

**ENVIRONMENTAL ANALYSIS**

The City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on April 2, 2008

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The proposed amendment was brought before the Planning and Building Committee of the Council who recommended that the amendment be considered directly by the full City Council rather than request a Planning Commission recommendation.

**RECOMMENDATION / MOTION**

**Move to:** Adopt ordinance at this second reading.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE PROCEDURES FOR PLANNED RESIDENTIAL DEVELOPMENTS (PRD) AND PLANNED UNIT DEVELOPMENTS (PUD) TO CLARIFY THAT PRD DENSITY BONUS PROVISIONS MUST BE UTILIZED IN ORDER TO INCREASE DENSITY IN A PRD AND THAT PUD FLOOR AREA BONUS PROVISIONS MUST BE UTILIZED IN ORDER TO INCREASE GROSS FLOOR AREA IN A PUD; ADDING CLARIFICATION TO THE TYPES OF USES ALLOWED IN A PRD; CLARIFYING FACTORS THAT MUST BE ELIMINATED FROM THE CALCULATION OF OPEN SPACE IN A PRD AND PUD; CLARIFYING WHERE IN A PRD AND PUD OPEN SPACE MAY BE LOCATED; CLARIFYING THE NEED FOR A REZONE APPLICATION WHEN THE APPLICANT SEEKS TO CHANGE THE USE FROM THE UNDERLYING ZONE IN A PRD AND PUD; ADDING PROCEDURES FOR AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP TO DESIGNATE APPROVED PRD'S AND PUD'S; REMOVING THE REFERENCES TO PRD ALLOWED DENSITIES IN THE ZONING DISTRICT CHAPTERS, AND; CORRECTING REFERENCES TO PRD'S IN THE PUD CHAPTER; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 17.89.050, 17.89.070, 17.89.100, 17.89.110, 17.90.030, 17.90.070, 17.90.080, 17.90.090, 17.24.050, 17.46.040 AND 17.48.040; ADDING NEW SECTIONS 17.89.130 AND 17.90.130.**

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WHEREAS, planned residential developments (PRD) and planned unit developments (PUD) constitute rezones, or "floating zones" which, when approved, are amendments to the zoning district by reclassifying the property to a PRD or PUD designation; and

WHEREAS, the procedures in GHMC Section 17.89.100 for a PRD allow the density to be increased in a PRD under certain circumstances; and

WHEREAS, although the language in GHMC Section 17.89.100 specifically restricts use of density bonus provisions to the circumstances set forth in GHMC 17.89.100(A)(1) and (2), at least one developer interpreted this language to mean that it did not apply if the underlying zone allowed an increase in density through a different procedures; and



WHEREAS, the council desires to confirm existing law regarding the establishment of PRD's and PUD's as rezones, given that any development approved through the PRD or PUD process does not conform to the development standards in the underlying zone; and

WHEREAS, the Council desires to clarify that the procedures applicable to a particular zoning classification apply to development conforming to that zoning classification, and not to development approved under a PRD or a PUD; and

WHEREAS, the Council desires to clarify that the density bonus provisions of GHMC Section 17.89.100 apply regardless of any other procedures in the underlying zone for increasing density; and

WHEREAS, the Council desires to clarify what factors must be eliminated from the calculation of open space in a PRD and a PUD; and

WHEREAS, the Council desires to clarify where in a PUD and PUD open space may be located and whom shall maintain the required open space; and

WHEREAS, to prevent any future confusions, misinterpretations, or lawsuits regarding interpretation of the PUD procedures, the Council desires to clarify that the maximum gross floor area bonus provision in GHMC Section 17.90.090 applies regardless of any other procedures in the underlying zone for increasing floor area, including the procedure for a variance; and

WHEREAS, the fact that PUD's and PRD's are rezones is further clarified by the addition of new provisions requiring amendment of the City's Official Zoning Map after approval of a final PUD and final PRD; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on April 2, 2008; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 9, 2007, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on May 27, 2008; and

WHEREAS, on \_\_\_\_\_, 2008, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore;

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

Section 1. Section 17.89.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.050 Types of uses permitted.**

The following uses are permitted in a PRD:

A. Those primary, accessory and conditional uses permitted in the underlying zoning district. Density is not a use, and the fact that a conditional use permit may allow additional density in a particular zone does not apply to a PRD, in which density may only be increased through the procedures set forth in GHMC Section 17.89.100.

\* \* \*

Section 2. 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.**

\* \* \*

~~C. If the PRD requires a rezone(s), such rezone(s) shall be approved before or concurrently with the PRD approval.~~ If the PRD applicant seeks to change the use from that allowed in the underlying zone, a separate application for a rezone shall be submitted to be processed concurrent with the PRD application, but the rezone must be approved in order for the PRD to be approved.

Section 3. Section 17.89.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.100 Density bonus.**

A. The density may be increased in a PRD, as set forth in subsection B, over that permitted in the underlying zone but only if: only under the following circumstances: (1) the increase must be consistent with the underlying comprehensive plan designation for the property; and (2) the density increase will must not exceed 30 percent over the smallest amount of density allowed outright in the underlying zone. If, in any underlying zoning classification, a larger amount of density is allowed or there is a procedure allowing density to be increased, neither shall apply in a PRD. The procedure in this Section constitutes the exclusive method to increase density in a PRD. A variance from the density in a PRD (whether such variance would constitute an increase or decrease in the density) shall not be allowed. Density calculations shall be made as set forth in Chapter 17.05 GHMC.

B. Density bonuses may be allowed only as follows:



1. A 10 percent increase in density towards the 30 percent maximum increase for the following additional open space. ~~a. In addition to the satisfaction of the standards in GHMC Section 17.89.110 for open space; and b., the PRD shall demonstrate the provision of open space exceeding by at least 30 percent of the minimum required by the Design review-Manual or the existing zoning code (whichever is greater); or after December 31<sup>st</sup>, 2009, at least 30 percent more open space than the level of service standards for open space and active recreational areas in the capital facilities element of the adopted Gig Harbor comprehensive plan:~~ 10 percent increase Common open space associated with density bonus must be freely accessible to the general public, identified on the face of the plat, and clearly identified by on-site signage;

2. A 10 percent increase in density towards the 30 percent maximum increase for the 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: ~~10 percent increase;~~

3. A 10 percent increase in density towards the 30 percent maximum increase for the preservation of scenic vistas. Preservation of a scenic vista corridor(s) within the subject property and off-site and accessible to the general public rather than private property owners: ~~10 percent increase;~~

4. A 10 percent increase in density towards the 30 percent maximum increase for design of a stormwater treatment system as an amenity. A stormwater treatment (retention/detention) facility is also designed as a visual aesthetic and physically accessible amenity for the enjoyment of the public.: ~~10 percent increase;~~

Section 4. Section 17.89.110 of the Gig Harbor Municipal Code is amended to read as follows:

**17.89.110 Open Space.**

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

A. Common open space shall comprise at least thirty percent (30%) 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~~ the property owners within the PRD. Common open space shall not include public or private streets, driveways, parking areas, or the required setbacks, required perimeter setbacks, or required yards for buildings or structures. ~~provided however, that up to thirty (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.~~ A minimum of seventy percent (70%) of the required common open space shall be located on separate open space tracts shown on the face of the plat. A maximum of thirty



percent (30%) of the required common open space may be comprised of open space on contiguous residential lots within the PRD. The face of the PRD and the Covenants, Conditions and Restrictions shall include designation of these required common open space areas as open space, as well as the requirements for the property owners within the PRD to maintain such open space, unless arrangements are made pursuant to GHMC 17.89.110(G)(2).

\* \* \*

Section 5. A new section 17.89.130 is hereby added to the Gig Harbor Municipal Code to read as follows:

**17.89.130. Recording by amendment to Official Zoning Map.**

All changes of the district boundaries (from the underlying zoning classification to PRD) shall be made concurrent with the decision approving the final PRD. An ordinance shall be prepared and submitted to the City Council for approval, which will direct the Planning Director to make the necessary changes to the City's Official Zoning Map and to file the same with the City Clerk.

Section 6. Section 17.90.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.90.030 Permit application procedures.**

\* \* \*

F. Extensions. Knowledge of the expiration date and initiation of a request for an extension of time is the responsibility of the applicant. Requests for an extension of time must be submitted to the planning department at least 30 days prior to the expiration of ~~PRD~~ PUD approval. The planning department shall schedule the request for extension for public hearing before the hearing examiner. One extension is the maximum to be granted and it shall be for no more than one year and the ~~PRD~~ PUD may be subject to any new or amended regulations, requirements, policies or standards which are adopted after the original date of approval, unless 50 percent or more of the on-site work has been completed.

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.**

\* \* \*

C. If the PUD requires a rezone(s), such rezone(s) shall be approved before any action is taken on the preliminary PUD application. If the PUD applicant seeks to change the use from that allowed in the underlying zone, a separate application for a rezone shall be submitted to be processed concurrent with the PUD application, but the rezone must be approved in order for the PUD to be approved.

Section 8. Section 17.90.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.90.080 Criteria for approval of final PUD application.**

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 ~~PRD~~ PUD requiring fire code approval have been constructed (or per the fire marshal's discretion 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.

\* \* \*

Section 9. Section 17.90.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.90.090 Maximum gross floor area bonus.**

A. The maximum gross floor area of a PUD may be increased, as set forth in subsection C, over that permitted in the underlying zone only under the following circumstances: (A) the increase must be consistent with the underlying comprehensive plan designation for the property; and (B) the increase will must not exceed 25 percent additional gross floor area over the smallest gross floor area allowed outright in the underlying



zone, except in the general business district (B-2) it shall be up to 50 percent, except that in the Olympic Village Activity Center and the Westside general business (B-2) district no increase in gross floor area shall be allowed, and in the commercial district (C-1) it shall be 30 percent. If, in any underlying zoning classification, a larger gross floor area is allowed or there is a procedure allowing the gross floor area to be increased, none shall apply in a PUD. The procedure in this Section constitutes the exclusive method to increase the gross floor area in a PUD. No variances from the gross floor area (whether such variance would constitute an increase or decrease in gross floor area) shall be allowed in a PUD. Such All gross floor area calculations shall be based on net buildable land. The maximum gross floor area bonus may only be allowed if the applicant demonstrates the following:

B. Exceptions to Subsection A above are: (1) in the general business district (B-2) the increase may be up to 50 percent, except that in the Olympic Village Activity Center and the Westside general business (B-2) district no increase in gross floor area shall be allowed; and (2) in the commercial district (C-1) the increase may be 30 percent.

C. In addition to the above, the maximum gross floor area bonus may only be allowed if the applicant demonstrates the following:

A. 1. A 10 percent increase in gross floor area towards the maximum percent increase for the following additional open space. Open space must satisfy the standards in GHMC 17.90.100 for open space in order to be eligible for a density bonus. Such open space must be open to the general public. 4. In addition, the provision of open space must exceeding by at least 30 percent the minimum required under the Design review Manual and be proportional to the size of the development: 10 percent increase.

2. A 10 percent increase in gross floor area towards the maximum percent increase for the preservation of natural features. Preservation of a desirable The natural feature shall be a desirable 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.

3. A 10 percent increase in gross floor area towards the maximum percent increase for the preservation of scenic vistas. Preservation of scenic vista corridor(s) on-site and off-site and accessible to the general public: 10 percent increase.

4. A 10 percent increase in gross floor area towards the maximum percent increase for the provision of a desirable urban amenity. Provision of an The urban amenity shall that complements the proposed development and that exceeds thee requirements of the Design review Manual for common space or plazas. Such amenity may include such things as play area, public transit amenities, public restrooms, fountains or



other comparable amenities identified by the applicant or city staff: ~~10 percent increase.~~

5. A 10 percent increase in gross floor area towards the maximum percent increase for the design of a stormwater treatment system as an amenity. A stormwater treatment (retention/detention) facility that is also shall be designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public: ~~10 percent increase.~~

Section 10. Section 17.90.100 of the Gig Harbor Municipal Code is hereby amended to 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 have been satisfied:

A. Common open space shall not include public streets, private streets, driveways, parking areas, required setbacks, required perimeter setbacks, or the required yards for buildings or structures. ; provided however, that up to 30 percent 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. A minimum of seventy percent (70%) of the required common open space shall be located on separate open space tracts shown on the face of the plat. A maximum of thirty percent (30%) of the required common open space may be comprised of open space on contiguous lots within the PUD. The face of the PUD and the Covenants, Conditions and Restrictions shall include designation of these required common open space areas as open space, as well as the requirements for the property owners within the PUD to maintain such open space, unless arrangements are made pursuant to GHMC 17.90.100(G)(2).

\* \* \*

Section 11. A new Section 17.90.130 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**17.90.130. Recording by amendment to Official Zoning Map.**

All changes of the district boundaries (from the underlying zoning classification to PUD) shall be made concurrent with the decision approving the final PUD. An ordinance shall be prepared and submitted to the City Council for approval, which will direct the Planning Director to make the necessary changes to the City's Official Zoning Map and to file the same with the City Clerk.

Section 12. Section 17.24.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.24.050 Development standards.**

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

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

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

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

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

<sup>4 3</sup>Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 13. Section 17.46.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.46.040 Development standards.**

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

	Single- Family Dwelling	Duplex Dwelling	Non- residential Dwelling
A. Minimum lot area (sq. ft.) <sup>1</sup>	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious	40%	45%	50%

coverage			
H. Density <sup>3</sup>	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached <sup>4,3</sup>	4,000 square feet per lot	4,000 square feet per lot	4,000 square feet per lot

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WR district.

<sup>3</sup>~~Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned residential district.~~

<sup>4,3</sup>Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements above.

Section 14. Section 17.48.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.48.040 Development standards.**

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

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density <sup>3</sup>	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached <sup>4,3</sup>	3,500 square feet per lot	3,500 square feet per lot	3,500 square feet per lot
J. Separation between structures	20'	20'	20'

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WM district.

<sup>3</sup>~~Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned Residential Development Zone (PRD).~~



<sup>43</sup>Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements above.

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 City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CAROL A. MORRIS

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



**Subject:** Second Reading of Ordinance –  
Nonconforming use and structures amendment  
(ZONE 08-0001)

**Proposed Council Action:** Approve  
ordinance at this second reading.

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** June 9, 2008

**Exhibits:** Draft Ordinance; Square Foot  
Construction Costs Table; Planning Commission  
Minutes

Initial & Date

**Concurred by Mayor:**

JKH 6/5/08

**Approved by City Administrator:**

RJK 6/3/08

**Approved as to form by City Atty:**

JBT 6/3/08

**Approved by Finance Director:**

**Approved by Department Head:**

JD 5/29/08

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

Attached for the Council's consideration are proposed amendments to the Nonconformities Chapter (GHMC 17.68):

- 1) Allow the reconstruction of accidentally destroyed nonconforming uses in all zones to the same or smaller dimensions, as long as such reconstruction occurs within one year of destruction. *The current code only allows the rebuilding of nonconforming residential uses in the R-2 zone in the case of accidental destruction.*
- 2) Limit intentional changes (remodels) to nonconforming structures those changes valued at less than 50% of the replacement value of the structure. Changes which would exceed 50% of the replacement value, such as demolition to the foundation, would result in the structure needing to be brought into conformity with the existing code or be removed. *The current code does not allow for any remodels of nonconforming structures without complete compliance with the code.*
- 3) Require a permit for review of nonconforming use and structure changes to allow the City to track changes to nonconformities.
- 4) Reorganize the Chapter for better implementation.

On February 11<sup>th</sup>, 2008, the City Council passed an ordinance (ORD. 1122) which allows nonconforming residential uses in the R-2 zone to rebuild if destroyed by an act of nature, such as a fire. In addition, the ordinance allowed the reconstruction of a nonconforming structure in the case of destruction by an act of nature. The City Council acknowledged that the issues of nonconforming residential uses must be addressed in all zones, not just R-2 and thereby

thereby directed Planning Commission to review the Nonconformities Chapter and suggest changes. Ordinance 1122 requests the Planning Commission's recommendation by July 1, 2008.

At the May 27, 2008 first reading of ordinance reflecting the Planning Commission's recommendation, the Council directed the staff to review the phrase "as determined by the square foot construction cost table in the city's fee schedule or a contractor's estimate" contained in the proposed limitations of intentional changes (remodels) to nonconforming structures and uses (GHMC 17.68.030(C)(3) and GHMC 17.68.040(C & D)).

Upon further review by the Planning, and Building and Fire Safety Departments, the staff recommends removing the ability to use a contractor's estimate in calculating replacement value. The attached ordinance reflects this recommendation. Under this proposal, all changes would be valued off of the City's square foot construction cost table. Staff felt that this was the most consistent and equitable way to value all nonconforming use and structure changes. This would remove an applicant's ability to obtain a contractor's estimate that could undervalue or overvalue the replacement value of a structure and remodel costs to the applicant's benefit. In addition, not every applicant has the knowledge or resources to solicit bids. Many smaller projects are carried out by homeowners. Using the construction cost table will level the playing field for all applicants.

While the current square foot construction cost table slightly undervalues construction, this table is reviewed by the Building and Fire Safety Department every year as part of our fee schedule review. The Building and Fire Safety Department intends to review the table this year and propose increasing the construction costs as necessary to meet current construction costs. Yearly updates to the table will ensure that replacement values stay relatively current with actual construction costs. The current square foot construction cost table is enclosed for your reference.

If the Council desires to retain the ability to use a contractor's estimate, planning staff would recommend the following phrase and new definition:

"...as determined by the square foot construction cost table in the city's fee schedule or a contractor's estimate based on fair-market value whichever is higher."

New GHMC 17.04 definition:

"Fair market value" means the open market bid price for construction, using the equipment and facilities, and purchase of the goods, services and materials necessary to accomplish the work. This includes the cost of hiring a contractor to undertake the construction from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead and profit. The fair market value of the construction shall include the fair market value of any donated, contributed or found labor, equipment or materials;

### **POLICY CONSIDERATIONS**

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and



welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003).

### **GHMC 17.68 Nonconformities**

Chapter 17.68 GHMC regulates those uses and structures that do not conform to the existing standards of the zoning code.

From GHMC 17.68.010, the intent of the zone:

*A. Within the zoning districts established by this title or any amendment that may later be adopted, there may exist lots, structures, uses of land and structures, and characteristics of use that were lawful before the effective date of the applicable regulations, but that would be prohibited, regulated, or restricted under the terms of GHMC Title 17 or a future amendment thereof. This chapter is intended to permit these nonconformities to continue until they are removed but not to encourage their perpetuation. It is further intended that nonconformities shall not be enlarged upon, expanded, extended or be used as grounds for adding other structures or uses prohibited elsewhere in the same district.*

*B. Because nonconformities do not conform to the requirements of the regulations within their zoning districts, they are declared by this chapter to be incompatible with the permitted uses in the districts involved. A nonconforming use of land in combination shall not be extended or enlarged after passage of the ordinance codified in this chapter by the addition of other uses. To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction or designated use of any building for which application for a building permit was made prior to the effective date of the adoption or an amendment of the ordinance codified in this title.*

### **Staff/Planning Commission Analysis:**

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

The Planning Commission first discussed the issue of nonconforming uses. Should nonconforming uses be allowed to rebuild in the case of destruction by acts of nature? If yes, should both nonconforming residential and commercial uses be allowed to rebuild or only residential uses? After much discussion, the Planning Commission decided that all uses should be allowed to rebuild in the case of destruction by acts of nature.

The Planning Commission next discussed what limitations, if any, should be placed on the rebuilding of a nonconforming use or structure that was destroyed by an act of nature. It was agreed that a one year time limit was appropriate for the rebuild process. While all new construction must meet current building and fire codes, the Planning Commission also decided that to the maximum extent possible, the rebuilding of the nonconforming use should comply with all municipal codes including, but not limited to:

1. The performance standards in the zoning code, such as setback, coverage and building height
2. Landscape standards, GHMC 17.78
3. Parking standards, GHMC 17.72
4. Design Manual, GHMC 17.98
5. Critical Areas regulations, GHMC 18.08
6. Sign code, GHMC 17.80 (which has specific nonconforming sign regulations)

7. Flood Hazard Construction Standards, GHMC 18.10
8. Public works standards.

The Planning Director would decide if a proposed rebuild has met these codes to the maximum extent possible. Requiring compliance with as many codes as possible is consistent with the intent of the Chapter to not perpetuate nonconforming structures.

Finally, the Planning Commission discussed if the City should allow the intentional alteration of a nonconforming structure, such as in the case of a remodel. The Planning Commission felt that some allowance should be provided for remodels. The proposal limits the alteration to no more than 50% of the replacement value over the lifetime of the structure. Any alteration exceeding 50% of the replacement value either at one time or after a series of alterations would remove the nonconforming status. The structure would then need to comply with all existing zoning code requirements.

The Planning Commission also recommended the reorganization of the Chapter for better understanding of the provisions contained in the Chapter.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on March 5, 2008 as per WAC 197-11-340(2).

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning Commission held work study sessions on this text amendment on January 3<sup>rd</sup>, January 17<sup>th</sup>, February 21<sup>st</sup>, March 6<sup>th</sup>, and March 20<sup>th</sup> 2008. A public hearing before the Planning Commission was held on March 6<sup>th</sup>, 2008. One member of the public testified at the public hearing. He requested clarification of the remodel allowance in the proposed chapter changes. At the March 20<sup>th</sup> work study session, the Planning Commission voted unanimously to recommend approval of the text amendment. Copies of the minutes for the Planning Commission meetings which these amendments were discussed are attached.

**RECOMMENDATION / MOTION**

**Move to:** Approve ordinance at this second reading.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO NONCONFORMING USES AND STRUCTURES, ALLOWING RECONSTRUCTION OF ACCIDENTALLY DESTROYED NONCONFORMING USES AND STRUCTURES TO THE SAME OR SMALLER DIMENSIONS, AS LONG AS SUCH RECONSTRUCTION OCCURS WITHIN ONE YEAR OF THE DESTRUCTION; LIMITING INTENTIONAL CHANGES TO NONCONFORMING STRUCTURES TO 50 PERCENT OF THE REPLACEMENT VALUE OF THE STRUCTURE; REQUIRING A PERMIT FOR REVIEW OF NONCONFORMING USE AND STRUCTURE CHANGES; AND REORGANIZING THE CHAPTER FOR BETTER IMPLEMENTATION; ADDING NEW SECTION 17.68.025, AMENDING SECTIONS 17.68.030, 17.68.038, 17.68.040 AND 19.01.003; REPEALING SECTION 17.68.035; RENUMBERING SECTIONS 17.68.045 AND 17.68.060 OF THE GIG HARBOR MUNICIPAL CODE AS ADOPTED IN ORDINANCE 1122**

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WHEREAS, chapter 17.68 may not allow the reconstruction of existing residential and nonresidential uses after accidental destruction; and

WHEREAS, in Ordinance 1122, the City Council directed the Planning Commission to review Chapter 17.68 GHMC and provide Council recommendations for changes by July 1, 2008; and

WHEREAS, the City desires to allow all uses to rebuild in the case of destruction by acts of nature to retain the services and housing options provided in the City; and

WHEREAS, the City desires that the rebuilding of nonconforming uses and structures comply with all municipal codes to the extent possible in order reduce the perpetuation of nonconformities in the structure and to achieve the vision and goals of Gig Harbor; and

WHEREAS, additional changes need to be made to the language in GHMC Section 17.68.040, so that a nonconforming structure may not be intentionally destroyed, altered or damaged more than 50 percent of its replacement value and then reconstructed to its original dimensions; and

WHEREAS, the City desires to reorganize chapter 17.68 GHMC to achieve better understanding of the provisions contained in the chapter; and



WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on March 5, 2008; and

WHEREAS, on March 5, 2008, a copy of this Ordinance was sent to the Washington Department of Community, Trade and Economic Development, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 6, 2008 and made a recommendation of approval to the City Council on March 20, 2008 after a work-study session; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on May 27, 2008; and

WHEREAS, on \_\_\_\_\_, 2008, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore;

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

Section 1. A new Section 17.68.025 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

**17.68.025 Nonconforming use and structure review.**

A. Any change to a nonconforming use or nonconforming structure shall be reviewed for compliance with the standards of this Chapter and nonconforming review approval shall be obtained prior to the commencement of any such change.

B. Nonconforming review is a Type II project permit application and shall be processed as set forth in Title 19 GHMC with the exception of changes described in GHMC Section 17.68.035 which shall be processed as a Type III project permit application as set forth in Title 19 GHMC.

Section 2. Section 17.68.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.68.030 Nonconforming uses of land.**

When, before the effective date of the adoption or an amendment of the applicable regulations, a lawful use of land existed that would not be permitted by the regulations thereafter imposed by ~~Chapter 17.04~~ Title 17 GHMC or amendments thereof, the use may be continued so long as it remains otherwise lawful, and shall be deemed a nonconforming use; provided however, that:

A. Enlargement Prohibited. No such nonconforming use shall be enlarged in size or increased in size or extended to occupy a greater area

of land than was occupied at the effective date of the adoption or an amendment of such applicable regulations;

B. Movement of Uses. No such nonconforming use shall be moved, in whole or in part, to any portion of the lot or parcel other than that occupied by such use at the effective date of the adoption or an amendment of such applicable regulations;

C. Destruction and Discontinuance.

1. If any such nonconforming use of land ceases is discontinued for any reason for a period of more than one year, any subsequent use of land shall conform to the regulations specified by this title for the district in which such land is located. "Discontinued" is defined in GHMC Section 17.68.038.

2. A nonconforming use that is damaged by fire, act of nature or other causes beyond the control of the owners may be resumed, as long as the use is not discontinued more than one year. Any structure occupied by a nonconforming use that is unintentionally destroyed may only be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC Section 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible.

3. When a structure and premises have a nonconforming use status, the intentional removal, intentional destruction or intentional alteration of the structure shall eliminate the nonconforming use status. Intentional removal, intentional destruction and intentional alteration for the purposes of this subsection is defined as damage and/or alterations valued at more than 50 percent of the replacement value of the structure at the time of damage and/or alterations as determined by the square foot construction cost table in the city's fee schedule.

D. No additional structure not conforming to the requirements of this title shall be erected in connection with such nonconforming use of land.

Section 3. Section 17.68.035 of the Gig Harbor Municipal Code as last amended by Ordinance 1122, is hereby repealed.

Section 4. Section 17.68.045 of the Gig Harbor Municipal Code, "**Changes from one nonconforming use to another**", as last amended by Ordinance 1122, is hereby renumbered to Section 17.68.035.

Section 5. Section 17.68.038 of the Gig Harbor Municipal Code, as last amended by Ordinance 1122, is hereby amended to read as follows:

**17.68.038 Discontinuance of nonconforming structures uses and uses structures.**



A. A use is considered discontinued when:

1. A permit to change the use of the nonconforming lot or nonconforming structure was issued and acted upon;
2. The structure, or a portion of the structure is not being used for the nonconforming use allowed by the most recent permit;
3. The structure is vacant, or the portion of the structure formerly occupied by the nonconforming use is vacant. The use of the structure shall be considered discontinued even if materials from the former use remain or are stored on the property. A multi-family structure with one or more vacant dwelling units is not considered vacant and the use is not considered to be discontinued unless all units in the structure are vacant.
4. If a complete application for a permit that would allow the nonconforming use to continue, or that would authorize a change to another nonconforming use has been submitted before the structure has been vacant for twelve (12) consecutive months, the nonconforming use shall not be considered discontinued unless the permit lapses or the permit is denied. ~~If the permit is denied, the nonconforming use may be reestablished after all appeals are exhausted, if the City's denial is reversed.~~

Section 6. Section 17.68.060 of the Gig Harbor Municipal Code, “**Uses permitted under conditional use provisions**”, is hereby renumbered to Section 17.68.039.

Section 7. Section 17.68.040 of the Gig Harbor Municipal Code, as last amended by Ordinance 1122, is hereby amended to read as follows:

**17.68.040 Nonconforming structures.**

When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other requirements concerning the structure, such structure may be continued as a nonconforming structure so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered or remodeled in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered or remodeled to decrease its nonconformity;

B. A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than twelve consecutive months. Any such structure that is unintentionally destroyed shall be reconstructed to the same or smaller configuration existing immediately prior to the time



the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC Section 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. "Discontinued" is defined in GHMC Section 17.68.038; and

~~C. When a nonconforming use of a structure and premises is discontinued for one year, the structure and premises shall not thereafter be used except in conformity with the regulations of the district in which it is located; and~~

C. Any such nonconforming structure or nonconforming portion of a structure that is intentionally damaged or intentionally altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or altered, provided the alterations and/or damage is valued at less than 50 percent of the replacement value of the structure as determined by the square foot construction cost table in the city's fee schedule. Reconstruction shall occur within one year of the time of intentional damage or alteration or not at all. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC Section 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. Interior only remodels which do not increase a structure's nonconformity shall not count towards the replacement cost as it relates to this section;

~~D. When a structure and premises have has a nonconforming use structure status, the intentional removal, or intentional destruction damage, or intentional alteration of the structure shall eliminate the nonconforming status. Upon the elimination of the nonconforming status, the structure shall be brought into conformity with the existing code or shall be removed. Intentional Rremoval, and intentional destruction damage, or intentional alteration for the purposes of this subsection is defined as damage and/or alterations valued at more causing loss value greater than 50 percent of the replacement cost value of the structure at the time of destruction damage and/or alterations, over the lifetime of the structure, as determined by the square foot construction cost table in the city's fee schedule.~~

Section 8. Subsection GHMC 19.01.003(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**19.01.003 Project permit application framework.**

\* \* \*

B. Decisions.

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Permitted uses not requiring site plan review	Short plat	Plat vacations and alterations	Preliminary plats	Final plats	Comprehensive 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 <sup>1</sup>	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	Major amendments to PRD and PUD			
	Administrative variances	Amendment to height restriction area map			
	Administrative interpretations	Mobile/manufactured home park or subdivision			
	Home occupation permit	Performance-based height exception			
	Hardship variance, sign code	<u>Changes from one nonconforming use to another</u>			
	Modification to landscape plans				
	Minor amendment to PRD or PUD				
	<u>Nonconforming use and structure review</u>				

<sup>1</sup> In addition to the procedures in Title 19, applications for Design review shall follow the procedures set forth in Chapter 17.98 GHMC.

Section 9. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2008.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Carol A. Morris, City Attorney

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



**Table 1-2**  
**Square Foot Construction Costs<sup>a,b,c</sup>**

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	180.22	174.42	170.37	163.36	151.92	151.11	158.20	140.76	135.70
	Theaters, without stage	166.23	160.44	156.38	149.39	137.93	137.14	144.23	126.77	121.71
A2	Assembly, nightclubs	\$135.94	\$132.13	\$128.82	\$123.98	\$115.98	\$114.57	\$119.46	\$105.64	\$102.14
	Restaurants, bars, banq. halls	134.85	131.04	126.64	122.90	113.81	113.48	118.37	103.47	101.06
A-3	Assembly, churches	166.91	161.12	157.06	150.06	138.59	137.79	144.91	127.44	122.38
	General, comm.. halls, libraries museums	138.20	132.41	127.26	121.34	108.78	109.87	116.20	97.63	93.65
A-4	Assembly, arenas	134.85	131.04	126.19	122.90	113.81	113.48	118.37	103.47	101.06
B	Business	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
E	Educational	145.77	140.85	136.82	130.76	120.62	117.77	126.44	107.77	103.74
F-1	Factory/Industrial, mod. Hazard	84.18	80.32	75.52	73.23	63.28	64.36	70.25	53.96	51.27
F-2	Factory/Industrial, low hazard	83.10	79.23	75.52	72.15	63.28	63.28	69.16	53.96	50.18
H-1	High hazard, explosives	79.07	75.20	71.49	68.12	59.41	59.41	64.81	50.10	N.P.
H-2-4	High hazard	79.07	75.20	71.49	68.12	59.41	59.08	65.13	50.10	46.31
H-5	HPM	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
I-1	Institutional, supervised	137.07	132.37	128.81	123.58	113.38	133.32	119.84	104.21	100.08
I-2	Institutional, incapacitated	231.07	226.05	221.79	215.73	202.35	N.P.	211.02	190.53	N.P.
I-3	Institutional, restrained	157.69	152.66	148.41	142.35	130.69	128.99	137.63	118.87	112.97
I-4	Institutional, day care	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
M	Mercantile	101.30	97.49	93.08	89.33	80.78	80.45	84.80	70.43	68.03
R-1	Residential, hotels	138.45	133.74	130.18	124.96	114.82	114.76	121.27	105.64	101.53
R-2	Residential, multi-family	138.44	132.78	128.52	122.25	110.29	110.20	118.02	99.27	94.32
R-3	Residential, 1/2 family	131.49	127.85	124.70	121.27	115.52	115.25	119.24	109.99	102.10
R-4	Residential, care/asst. living	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
S-1	Storage, moderate hazard	77.98	74.11	69.31	67.03	57.24	58.32	64.05	47.93	45.23
S-2	Storage, low hazard	76.89	73.03	69.31	65.95	57.24	57.24	62.96	47.93	44.14
U	Utility, miscellaneous	\$59.55	\$56.30	\$52.96	\$50.31	\$43.64	\$43.64	\$47.49	\$35.88	\$34.16

TYPICAL SINGLE-FAMILY

a. Private garages use utility, miscellaneous  
 b. Unfinished basements (all use group) = \$15.00 per sq. ft.

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

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey, Joyce Ninen and Dick Allen. Commissioners Theresa Malich and Jill Guernsey were absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

It was decided to reference the waterfront zones specifically on page 2 2<sup>nd</sup> paragraph and to remove the phrase "if they meet that definition" as it was redundant. Commissioner Pasin asked for clarification of a sentence in the first paragraph on page 3 and it was decided to remove the second half of the sentence which said "and Ms. Kester added that we could add a specific definition" and replace it with "in the waterfront zones". Mr. Pasin also pointed out that he meant to express his disapproval of the 65,000 square foot limitation rather than 35,000 as stated on page 4.

**MOTION:** Move to approve minutes of December 20<sup>th</sup>, 2007 as amended. Ninen/Pasin – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Senior Planner Jennifer Kester went over her memo on underground structures and an e-mail from Randy Boss. She stated that she hoped to have them review the memo and then develop a memo to the City Council at the next meeting.

2. **Introduction of the first quarter work program:**
  - Implementation of Neighborhood Design Areas in Design Manual
  - Grandfathering Nonconforming Structures Inside and Outside the Waterfront Zones/ Triplexes in R-2 zone
  - Removal of Mixed Use District Overlay and determination of appropriate underlying zoning
  - Limiting Office Uses in Waterfront Millville
  - Appropriateness of RB-1 zoning district locations and allowed uses



Ms. Kester went over the first quarter work program, explaining that the work program won't get final approval until the City Council meeting of January 14<sup>th</sup>. She then gave a brief overview of each item in the first quarter, noting that the proposals do not have to be done in any specific order and that there will be one public hearing for all of them.

#### Implementation of Neighborhood Design Areas in the Design Manual

Ms. Kester talked about some of the proposals included in this amendment and that one of the issues were what do we do where neighborhood design areas meet.

Commissioner Jeane Derebey said that she thought that this would be difficult without knowing exactly what the design criteria would be in each area. Ms. Kester stated that she thought the opposite was true as the criteria would be difficult to develop if we're unsure how they would be implemented. She went on to say that the goal within this quarter was to talk about what the intent was and how neighborhood design areas should be implemented. Commissioner Harris Atkins asked if we would try to identify criteria and who would review them and Ms. Kester said yes; however, it could be a very simple approach. Ms. Derebey supported approaching it from a simplified standpoint. Mr. Atkins noted that they would get to those specifics at a later date. Ms. Kester pointed out where there are commercial areas that are not necessarily abutting parcels but could be addressed with some kind of hatched area on the map. Planning Manager Tom Dolan suggested that staff could look over the map and come up with some real life examples and case studies to help the discussion. Mr. Pasin said that he thought that the other area where there will be a problem is when someone owns three parcels and maybe one is in one design area and two are in another. Ms. Kester agreed that that would have to be addressed as well, pointing out that it would additionally complicate the situation if someone did a Boundary Line Adjustment and now their parcel is in two different neighborhood design areas. Mr. Atkins expressed that they may not understand the transition areas between these areas enough to come up with a fool proof solution.

Ms. Kester noted that they could discuss this after completing the other four items in this quarter since they will result in a public hearing and text amendment; whereas, this is merely a discussion.

Commissioner Joyce Ninen asked if the neighborhood design areas will have its own section in the design manual and Ms. Kester said that yes it will probably be its own chapter. Mr. Pasin pointed out that if you read the residential section, historic district section and the zone transition section it will become apparent what some of the issues may be. Mr. Atkins suggested that they devote an entire meeting with some DRB members to discuss this issue. Ms. Kester also stated that it may need to be discussed with a sub group.



Mr. Pasin said that he felt that how the design manual gets organized relative to this issue will become very important. Ms. Kester agreed that it will be important to look at how it is organized and integrated.

Ms. Ninen stated that she thought it would be helpful to have a refresher course on the design manual. She asked which area Ms. Kester felt would be good to start with and Ms. Kester answered that she had thought northwest industrial would be a good one to start with. Mr. Atkins asked if that was an area of great demand and Ms. Kester said that it was the area that our design manual does the worst job being specific. Mr. Pasin said that he felt the standards were restricting development from the intent of the zone. Ms. Derebey asked if this item was something that should be dealt with in the first quarter and Ms. Kester explained the thought process behind the items in this quarter and that it would have to be brought before the Planning and Building Committee if they wanted to change it. Ms. Kester reiterated that in order to continue the discussion on Neighborhood Design Areas, the Planning Commission wanted examples of transition areas, a refresher on the design manual and to get Design Review Board members involved. Mr. Pasin pointed out that maybe the Planning Commission needed new design manuals. Ms. Kester said that when the new comp plan is printed staff will also get them new design manuals.

Ms. Derebey asked about the comp plan amendment for 2008 that Mr. Atkins had asked about, pointing out that the land use map does not really reflect to goals of the city. Mr. Dolan said that he felt that it was important that our land use map and zoning map are consistent. Ms. Kester noted that the hurdle will be concurrency because if we up the designation to something that increases the intensity it will require concurrency which we do not have. She noted that if we are lowering the designation it will not be an issue. Additionally, she stated that the 2008 comp plan amendments will be looked at in the third quarter. Mr. Atkins noted that the impact of these two documents being incompatible is that we are encouraging development that is inconsistent with current policies and goals.

Grandfathering Non-conforming Structures Inside and Outside the Waterfront Zones/Triplexes in R-2 zone.

Ms. Kester went over the proposal and reminded the commission of a previous discussion on this topic. Mr. Dolan noted that on January 28<sup>th</sup> the Council will be considering the draft ordinance on an interim solution and that they are expecting a recommendation from the Planning Commission on a permanent solution. She explained that currently (except in the shoreline area) if a structure is damaged beyond 50% then it can't be replaced. She further stated that there had been some discussion of whether or not people should be able to rebuild. She noted the information that she had provided outlining how many triplexes and fourplexes were in the R-2 zone, 33% of the dwelling units in that zone are nonconforming. Mr. Pasin stated that they had had some discussions during the formation of the matrix and asked that perhaps they could look at some of those notes. Mr. Dolan pointed out that there were some other items within the proposed ordinance that dealt with process changes.



Removal of the Mixed Use District Overlay and determination of appropriate underlying zoning

Ms. Kester stated that this item had been on the work program for a couple of years. She noted that the City Attorney and the Planning and Building Committee had expressed the overlay should probably be removed. She further explained that if the overlay is removed it will effectively down zone some of the properties; therefore, we need to look at what the properties should be zoned. She stated that the MUD could become a zone; they could just leave the zones as they are or they could come with entirely different zones. Mr. Pasin said that what had always bothered him with this is that they don't seem to know what they really want in this area. Ms. Kester said there was a Mixed Use District land use designation in the Comprehensive Plan which might help. Mr. Pasin stated that with the advent of Harbor Hill Drive the vision for that area may not be the same. Mr. Atkins asked what the original intent was and Ms. Kester said that at that time there was a big push for mixed use types of development and for some flexibility. Mr. Dolan said that it isn't necessarily the uses that are allowed there that is the problem, but rather the process. Ms. Ninen said that mixed use zones are very popular and Ms. Kester said that the issue is just that people need to know what could be built next to them. Mr. Pasin said that the mixed use zones were really for more of an urban setting. Ms. Kester said she would bring the policies out of the comp plan to the next meeting to help with the discussion. She also noted that there had been a rezone to ED in the area. Ms. Ninen also noted that there is a proposed connection road and that it would make sense to have more retail development. Mr. Atkins said that once Harbor Hill Drive connects to Burnham it could really be a traffic issue if we add more retail uses here. Ms. Kester stated that traffic models that have been run have always assumed that this area is mixed use.

Limiting Office Uses in Waterfront Millville

Ms. Kester said that this item had been around the longest, proposed in 2005. She noted that it had been proposed prior to the land use matrix and the applicant was proposing the office uses only be allowed as incidental uses in existing buildings. She noted that this had come about as a result of an approved 3500 sq ft office building that has yet to be built. Additionally, Ms. Kester noted that they would have to think about what is incidental. She noted that office uses also have different impacts than some of the other uses already allowed in this zone. Mr. Allen said that he thought that the 3500 sq ft limit solved the applicant's concerns. Ms. Kester stated that it had been pointed out to the applicant and they still wanted to move forward with this amendment. Ms. Kester then pointed out that this would make a couple of buildings nonconforming.

Acting Chair Harris Atkins called a five minutes recess at 7:25 pm. The meeting was reconvened at 7:30.

Appropriateness of RB-1 zoning district locations and allowed uses

Ms. Kester stated that the Planning Commission had requested this back in 2006. She pointed out that she had provided the minutes and power point presentation that went to the Council on the RB-1 zones. Ms. Ninen noted that there were 12 RB-1 areas. Ms. Kester said that a lot of these items in this quarter will have heavy public involvement.

Ms. Kester then asked the Planning Commission which of the items they wanted to tackle at the next work study session.

Ms. Derebey stated that she would like to look at the RB-1 zoning, the mixed use overlay and nonconforming structures. Ms. Ninen agreed as she felt they should be able to get those done. Mr. Pasin said that he would like to look at nonconforming structures, the mixed use overlay and office uses in Waterfront Millville at the next meeting and leave the RB-1 issue until the meeting after that. Ms. Derebey said that she felt that there was more information for the three she had proposed. Mr. Atkins said that he felt the RB-1 issue was large. Ms. Kester stated that she felt that the nonconforming structures, mixed use overlay and office uses in Waterfront Millville could be covered at the next meeting. Ms. Derebey suggested working on just nonconforming structures and the mixed use overlay since everyone agreed on those. Ms. Kester agreed that working on those at the next meeting and then work on the other two at the February meeting was a good approach. Mr. Atkins agreed. Ms. Kester stated that she was shooting for either February 21<sup>st</sup> or March 6<sup>th</sup> for a public hearing. Mr. Dolan assured the commission that staff will make sure and get ample notice out for the public hearing.

### **UPCOMING MEETINGS**

January 17<sup>th</sup>, 2008 – Work Study Session

Ms. Kester said that at the next meeting she will have a finalized memo for the City Council. She went through the memo she had provided and pointed out what she had changed. Ms. Ninen asked about Mr. Boss's e-mail regarding the 24' entrance and Ms. Kester said that she was thinking they could still forward their recommendation to the City Council and see if they agree with the Planning Commission approach and then we will discuss the specifics such as Mr. Boss's concerns, when we have a public hearing.

Mr. Atkins noted for the record that at the next meeting they will hold election of officers, finalize the memo to the City Council and then move on to a work study session on the two proposed amendments.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 7:45 p.m. Derebey/Pasin – Motion passed.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
January 17, 2008  
Gig Harbor Civic Center**

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

**CALL TO ORDER:** 6:00 p.m.

**ELECTION OF OFFICERS**

Commissioner Harris Atkins nominated Theresa Malich to serve another term as Chair and Commissioner Jill Guernsey seconded the nomination.

Commissioner Joyce Ninen nominated Harris Atkins to serve another term as Vice Chair and Theresa Malich seconded the nomination.

**MOTION:** Move to elect Theresa Malich as Chair and Harris Atkins as Vice Chair. Ninen/Guernsey – Motion passed unanimously.

**APPROVAL OF MINUTES**

It was noted that at the bottom of page two it should say Mr. Pasin rather than Ms. Pasin, at the top of page two change the word “their” to “the” and spell out Boundary Line Adjustment.

**MOTION:** Move to approve the minutes for January 3<sup>rd</sup>, 2008 as amended. Ninen/Atkins – Motion passed unanimously.

Senior Planner Jennifer Kester noted that the second item on the agenda; Nonconforming Uses in the R-2 zone and nonconforming structures regulations, may have some conflict of interest issues since a Planning Commission member may have a chance to benefit and may need to recuse themselves. Ms. Kester suggested that the commission may want to move this to the last item on the agenda or limit the discussion to the nonconforming uses. It was decided that this item would be moved to the end of the agenda and Theresa Malich and Dick Allen would recuse themselves at that time since they own property in an R-2 zone.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – To finalize a memo to City Council for further direction on the topic of underground structures. Memo includes new definitions for gross floor area, underground building and attic.

Ms. Kester pointed out the memo that she had drafted on the proposed amendments related to underground structures and asked that the commission look it over to assure that it conveyed their thoughts on the issue. She then talked about the draft definitions.

Planning Commissioner Joyce Ninen mentioned that she was unsure if underground building was the appropriate term and suggested perhaps space or area. Discussion followed on perhaps using underground floor area. Everyone agreed to change the term to floor area and Ms. Kester said that she would change the text and any references.

Planning Commissioner Jill Guernsey brought up an issue with the definition of gross floor area, to perhaps remove the word several and change floor to floor(s). Planning Commissioner Pasin asked why it states "or buildings" and Ms. Kester said that the issue is that by code a building that appears to be one can be separated by firewalls and technically be made into several buildings. Ms. Kester explained the performance standards. Planning Commissioner Harris Atkins said that the sentence implies that several buildings might be on one lot. He asked if it was still covered in the performance standards if we removed buildings. Mr. Pasin asked why someone couldn't have several buildings together under separate ownership. Ms. Kester explained that the exterior mass of the building is what is calculated. Mr. Dolan stated that this language will allow us to administer the code better. Ms. Guernsey suggested that it say "of each floor" rather than "at each floor". Everyone thought that "at each floor" was the appropriate phrase. Mr. Pasin suggested that they remove the phrase entirely and Ms. Guernsey agreed. Ms. Kester asked what would be calculated, the floor area or the entire area and explained that was why "at each floor" was necessary.

Mr. Pasin asked about interior balconies and mezzanines and how they are calculated. Ms. Kester explained how they were calculated and defined. Ms. Ninen asked about the mechanical equipment room and how it is calculated. Ms. Kester explained that the units that are not in a room would not be counted. Ms. Ninen clarified that gross floor area for the waterfront will be discussed at another time.

It was asked by Mr. Pasin if in Item B. it was referencing attached and detached and Ms. Kester replied that yes that was in the performance standards. Mr. Pasin then asked about underground floor area where it says 24 linear feet of access. He asked how that would work and Ms. Kester said that she believed that the decision was that this issue would be discussed after hearing the public input. They referenced an e-mail from Randy Boss and Ms. Kester further explained that they will decide on what that exact number is after the public hearing, this memo is just to let the council know that the commission wants to make a provision for access. Mr. Pasin asked why they would want to limit the access point so that someone would instead have acres of parking. Mr. Atkins reminded him that the Planning Commission is trying to allow underground parking in a reasonable way. Mr. Dolan suggested that it could say as required by the building code. Ms. Kester said that she would clarify in the council memo that these issues were not firm.



Ms. Kester then asked if they were done with the definitions and if everyone was okay with the memo. Ms. Ninen felt that the memo was very concise. Ms. Kester asked for a motion to approve the memo and direct Chairman Malich to sign it.

**MOTION:** Move to authorize the Chair to send this memo to council as amended. Atkins/Ninen - Motion passed with Mr. Pasin opposed.

Chairman Malich called a short recess at 7:00 p.m. The meeting was reconvened at 7:05 p.m.

2. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.

Ms. Kester displayed a map of the overlay area. She stated that the consensus among staff, the City Attorney and the City Council is that the overlay needs to be removed. She explained how overlays usually work, adding restrictions and that this one allows additional uses. Ms. Kester explained what would happen if the overlay were removed and the underlying zones were left, stating that some of the properties would be effectively down zoned. She stated that the comprehensive plan has designated this area as a mixed use area. Mr. Pasin said that if we remove the overlay and the road gets developed then there is an opportunity to rezone around it to something more appropriate. Ms. Kester pointed out 96<sup>th</sup> street and explained the proposed split diamond approach and how the new interchange may affect this area. She stated that this area will change so the question is whether we want to change it now or wait for when the interchange is put in and examine it then. Mr. Atkins said that it seemed like the Mixed Use District was a good idea and asked why it failed. Ms. Kester answered that some of the property owners have taken advantage of the zoning or are anticipating taking advantage of the Mixed Use District but first there was a transportation issue and then a sewer issue. Mr. Atkins said that the underlying zoning doesn't seem to make sense, but rezoning is a large project. Ms. Kester suggested that the Mixed Use District could become its own zone they could just rezone everything in the overlay. She said that there will be some property owners who won't like that. Mr. Atkins said that he had driven the area and it was quite amazing all the stuff that was in there. Mr. Pasin stated that he thought that some of the area actually didn't reflect the area where the uses would probably grow once the interchange is in place.

Ms. Guernsey asked about the effects of removing the overlay and just having the underlying zoning. Ms. Kester explained how the overlay is applied. Ms. Ninen suggested changing the Mixed Use District to include the uses currently in the underlying zone. Ms. Kester agreed that the Mixed Use District could be tweaked to include some of the uses and standards from the other zones. She said that she would most closely liken the Mixed Use District to the B-2 zone with a density calculation that is much lower. Additionally, she noted that the traffic studies that were done assumed highest and best use. Ms. Kester then explained how it would need to happen if they

were to create a mixed use zone stating that it would not be that difficult but would have to add some impervious surface limitations and some rewording.

Ms. Kester said that she could work on a proposal to make the mixed use overlay a zone. Mr. Pasin said that he was concerned about the section that distinguishes between different size parcels and Ms. Kester said that section may have to go away. Mr. Pasin said that he also had a concern with zone transition. Mr. Atkins agreed that was something to be considered, but suggested they pick an approach and then look at those issues. Ms. Kester then highlighted the land use designation. Everyone agreed that Ms. Kester would work on a mixed use district zone and then they could discuss the boundaries, etc. Mr. Pasin stated that he was concerned that some of the area needed to be another zone and everyone agreed that that may be true but that right now they just needed to figure out what a mixed use zone is and then decide what area will be within it and what some of the other properties might be zoned. Ms. Guernsey suggested that at the next meeting they have an aerial photo so that they can see what is there now.

**3. Direct Council consideration of an ordinance that would standardize how residential heights are measured in Historic Districts.**

Planning Director Tom Dolan explained that this was the result of the height issue with the two new homes being constructed along Harborview. He noted that there is a provision in the Historic District that is not in any other zone that says height is measured from natural grade for residential. He continued by saying that staff is proposing a small change that will make how you determine height consistent throughout the height restriction area. He explained that the change would be to change the wording to say “natural and finished grade” so that it would be the same for residential or commercial. Mr. Dolan stated that the City Council was asking for direct consideration on this item.

Mr. Pasin said that he thought it needed further discussion. Ms. Malich suggested that this might be a good subject for a combined meeting of the DRB and Planning Commission. Ms. Kester said that it is a larger question as to whether the height allowed is even correct. Mr. Dolan said he recommended that the larger discussion happen in the examination of the view basin plan. Ms. Kester explained how this will be more restrictive. Discussion followed on how structures are measured.

**MOTION:** Move to recommend the Council enter into direct consideration of this item. Ninen/Atkins – Motion passed unanimously.

Theresa Malich and Dick Allen recused themselves for the next item.

**4. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0031 – Nonconforming Uses in R-2 zone and nonconforming structures regulations.**



Ms. Kester referred everyone to the ordinance that the City Council is considering. Mr. Pasin asked about the section on non conformities and that he thought that it applied across the board. Ms. Kester explained that the change to all the other zones had never been passed by Council and now they are asking if this new language for R-2 should apply to the whole city. She pointed out that the new 17.68.035 is to replace 17.68.030. She went over other new sections and what sections they replaced and how they could be rewritten for all zones within the city rather than just R-2. Ms. Ninen asked if these code changes will solve the problem for the people who can't get insurance or financing. Ms. Kester said that yes, this should solve their problem. Ms. Ninen if R-2 usually only allowed up to a duplex and Ms. Kester said that cities are different so there is really no standard. Mr. Atkins asked if they were to make the uses conditional in R-2 would that have the same effect. Ms. Kester said that the triplex or fourplex might still be a nonconforming structure not just a nonconforming use. Ms. Ninen agreed that in addition to the nonconforming change the uses should be conditional. Ms. Kester said that they may also have to change the impervious surface standards. She also cautioned them that it may not result in many fourplexes due to the density standards. Mr. Pasin said that he felt it helped in affordable housing and density requirements. Ms. Kester also suggested that they may want to look at a minimum density and noted that minimum residential densities have been an issue. Mr. Atkins reiterated their desire to proceed with this ordinance revised to apply to the entire city and look at the R-2 standards with another text amendment to modify the uses and standards in the R-2 zone. Everyone agreed.

Ms. Kester clarified that the nonconforming allowance would apply to commercial and residential. Discussion followed on the ramifications of the continuation of nonconforming commercial uses. Ms. Ninen said that she felt that maybe commercial should not be allowed. Mr. Pasin said that he felt that it should apply to both. Ms. Guernsey went over the sections to clarify what issue each applied to. Ms. Kester explained and also gave examples of some nonconforming uses and structures. Mr. Atkins said that this issue is much larger than he originally thought. Ms. Guernsey said that right now she would like to limit it to residential. Ms. Kester said that they could have another work study session and staff could draft two different ordinances for consideration. Mr. Pasin reminded everyone that the commercial structures make up our community. Mr. Atkins agreed that there are many structures that are worth saving but that he just wanted to look at the issue further. Mr. Dolan suggested that staff could come with some examples of nonconforming structures and uses. Mr. Atkins said that he felt that the purpose is to address the problem raised and he thought they should look at it further. Ms. Guernsey clarified the language and its meaning and that the issue with respect to uses is do they allow any nonconforming use to rebuild if it's destroyed by an act of God. Mr. Atkins said that the other section that concerned him was the section about vacancy. Mr. Dolan reminded the commission that by State law nonconforming uses are designed to go away because if you don't want them to go away, you should rezone it.

### **UPCOMING MEETINGS**

Ms. Kester reminded everyone that the next meeting is on February 7<sup>th</sup> and that two items will be coming back from this meeting and they also needed to tackle the other two items for this quarter. She suggested adding the item on office uses in the Waterfront Millville zone. Mr. Pasin suggested that for the Mixed Use subject they know what applications are currently in the system.

Ms. Kester then let the commission know that the Council had approved the work program and there was discussion that the Planning Commission might need more time and staff agreed that they would facilitate a modification to the work program if more time was needed rather than rush items through. Mr. Dolan said that probably in April they will have another joint meeting with the City Council. Mr. Atkins asked that they know about possible dates and Assistant Planner Diane Gagnon agreed to contact the City Clerk to coordinate possible dates.

**ADJOURNMENT**

**MOTION:** Move to adjourn at 8:38 p.m. Guernsey/Ninen – Motion passed.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
February 21<sup>st</sup>, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Harris Atkins, Theresa Malich, Joyce Ninen, Dick Allen, Jill Guernsey and Jeane Derebey. Staff Present: Tom Dolan and Cindy Andrews.  
Commission member Jim Pasin arrived at 7:05 pm

**CALL TO ORDER:** 6:10 pm

**APPROVAL OF MINUTES:**

**MOTION:** Move to table the minutes from February 7<sup>th</sup>, 2008 until meeting of March 6<sup>th</sup>, 2008. Atkins/ Ninen – Motion passed unanimously

**NEW BUSINESS**

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

**Purdy Dr. and 144<sup>th</sup> St NW**

Ms. Guernsey asked what currently occupied the site. Mr. Dolan replied an auto repair business and a single family residence. Mr. Atkins stated that RB-1 would be an appropriate use. Ms. Ninen felt that RB-2 would be a more appropriate use. Ms. Derebey asked if there had been any single family residences in the affected area. Ms. Ninen and Ms. Guernsey pointed out the residential homes in the area. Mr. Allen asked if the auto repair shop would be non-conforming. Mr. Dolan replied yes.

**Purdy Drive**

Mr. Dolan pointed out the site on Purdy Dr. noting that Aspen Land Surveying Company currently occupied the site and that the use would continue to be a permitted use. Mr. Atkins asked if it would be an appropriate use.

**Sehmel Drive**

Mr. Dolan described the Sehmel Drive piece. Ms. Ninen asked if it had been included in the Burnham / Sehmel Annexation. Mr. Dolan replied yes. Mr. Dolan stated the annexation area included approximately 380 acres incorporating all of the UGA area in to Purdy extending over to the Women's Prison. Mr. Allen asked what the zoning designation would be. Mr. Dolan replied predominantly R-1 with some ED zoning. Mr. Atkins asked if the applicant had been willing to zone to current zoning.

**Peacock Hill Ave and Ringold Ave**

Ms. Derebey and Ms. Malich felt the property should be zoned R-1. Mr. Atkins suggested R-2 multi-family would be a more appropriate use. Ms. Ninen and Ms. Derebey agreed residential with a higher density would be appropriate. Mr. Dolan suggested other uses such as nursing homes or assisted living would also be allowed. Mr. Atkins agreed it should be changed to R-1 or R-2.

**Burnham Dr.**

Mr. Dolan noted the property included 3 lots situated between Burnham Dr. and Harborview Dr., next to the Puerto Vallarta Restaurant explaining that the zoning to the north would be B-2. Ms. Malich felt that RB-1 would be a nice transition zone. Ms. Guernsey discussed rezoning the lots to different designations. Mr. Atkins asked if the lots would be conforming uses. Ms Malich preferred RB-1 suggesting that the lot abutting Burnham Dr. be a higher use than the lots fronting Harborview Dr.

**Peacock Hill Ave and North Harborview**

Mr. Dolan noted the areas surrounding the site as single family residential. Ms. Malich noted single family would be an appropriate use. Mr. Atkins and Ms. Ninen agreed that RB-1 was appropriate. Ms. Malich would like to keep it as is.

**Stinson Ave** – (Spadoni Corner)

Ms. Ninen explained her concern that the site currently operated as a non-conforming site suggesting a zoning of R-2 or R-3 would be more appropriate. Mr. Allen suggested commercial zoning. Ms. Ninen disagreed noting traffic concerns suggesting a higher density residential would be the most appropriate. Ms. Malich agreed asking if other sites in the vicinity would also have to be rezoned. Mr. Dolan responded no. Ms. Derebey and Ms. Ninen had concerns with rezoning to R-2. Ms. Malich suggested mixed use buildings. Ms. Ninen agreed. Ms. Derebey explained the location would be good for new restaurants. Ms. Malich asked if the property were to be changed to mixed use would another dirt place be allowed. Mr. Dolan replied no.

**Soundview and Harborview** – (Haub property)

Ms. Ninen asked if the property would be impacted by the shoreline master program also asking if there had been any plans for development. Mr. Dolan replied no suggesting that RB-1 could be a good use. Ms. Ninen and Ms. Derebey agreed. Mr. Atkins asked if the designation in the comprehensive plan would be single family residential. Mr. Dolan replied yes. Mr. Atkins suggested leaving the property zoned as is.

**Grandview and Stinson**

Ms. Ninen asked if the property close to the freeway had been included. Ms. Malich suggested a more intense residential zoning. Ms. Malich would like to see what the public has to say about the area. Mr. Atkins discussed the property to the east of Stinson Ave explaining that it would make more sense for those properties to be included in an RB-1 zone however the other properties closer to the freeway would be better zoned for restaurants and service stations. Ms. Ninen agreed.

**West Side of the Highway** - Near Stroh's Field

Mr. Dolan noted that the property bordered the proposed Pierce Transit Park-n-Ride facility to the north and single family residential to the south. Ms. Ninen suggested that RB-2 would be an appropriate zone. Mr. Allen agreed stating as long as there would be sufficient buffering. Ms. Derebey agreed

**Top of Soundview**

Ms. Ninen stated that the zoning appeared appropriate. Ms. Malich agreed and suggested that they move on to the next item.



**56<sup>th</sup> St and 38<sup>th</sup> Ave**

Mr. Dolan discussed the business in the vicinity, a gas station, veterinarian clinic and a daycare on one side a chiropractic clinic and office across the street and SFR north of 38<sup>th</sup>. Ms. Guernsey suggested commercial. Mr. Pasin explained that attempts had been made in the past to use some of the property as commercial for development of a mini-storage facility. Mr. Dolan suggested that the uses be looked at again for appropriateness and gave staffs recommendation that the commission go ahead with the public hearing giving the public the opportunity to comment.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335-**

**ZONE 08-0001 (Previously ZONE 07-0031) – Nonconforming use and structure amendments.**

**Talking Point #1:** Should the provision for reconstruction of nonconforming uses in the event of an act of nature be extended to only residential nonconforming use or all nonconforming uses?

Mr. Pasin felt that the concern should be the use in a residential district not the structure. Mr. Dolan explained it may not be a residential zone it could be an RB-2 use in a C-1 zone. Ms. Derebey felt that if the structure had been destroyed then the nonconforming use should not be allowed to return. Mr. Dolan explained that the concern had been prompted by a tri-plex in a nonconforming zone. Mr. Atkins asked if structure should be damaged at 50%, no matter what the use, could they be rebuilt within 1 year. Mr. Dolan noted that the rule had been changed to 100% asking should the rule apply to residential and commercial. Ms. Derebey stated that she did not remember the issue of use as being a part of the conversation. Ms. Malich asked what the point would be in rebuilding if you could not have the same use. Ms. Derebey felt that if it is a non-conforming use the nonconforming use should not be allowed to return. Mr. Dolan explained that if the uses in some zones could be changed the use could then become conforming. Ms. Derebey suggested that the tri-plex issue should be reviewed. Mr. Atkins stated that by making the use a conforming use the issue would go away but not the problem of rebuilding them. Mr. Allen felt that losing the nonconforming use would be too severe. Ms. Guernsey felt that someone who had already built there should be allowed to rebuild both residential and commercial in the event of destruction by nature. Ms. Derebey agreed that due to an act of fire they should be allowed to rebuild the structure. Ms. Malich and Mr. Allen agreed. Ms. Ninen disagreed and would be opposed. Ms. Derebey, Mr. Atkins, Mr. Pasin, Ms. Guernsey and Mr. Allen agreed. Ms Ninen disagreed.

**Talking Point #2:** In the event of a nonconforming use reconstructing after an act of nature, should the structure / premise containing the use have to comply with only the current building/fire codes or should we ask that the structure comply with any many (Design Manual, Critical Area, Performance Standards) as possible while still maintaining the use.

Ms. Guernsey felt that the nonconforming uses should be brought up to conformity to the extent possible asking for clarification regarding the building size limits. Ms. Malich explained that would be one of the requirements. Mr. Pasin had been concerned with the downtown historic district front setback requirements. All members agreed that nonconforming structures should comply with as many applicable codes as possible when rebuilt.

**Talking Point #3:** If we allow a nonconforming structure (with a conforming use) to rebuild after an act of nature, should it only comply with building and fire codes, or should we try to get compliance with the Design Manual or other performance standards, to the extent possible.

Commission members discussed talking point #3. Mr. Pasin stated his concern that it could make rebuilding impossible for the property owners. Mr. Dolan explained the property owner would be asked to become compliant only if it would be possible if not they would still be able to rebuild. Ms. Malich felt that the structures should fit in with other structures in the area. Mr. Atkins asked how the regulations would be negotiated. Mr. Dolan stated that in Tacoma anything rebuilt had to meet the current code requirements. Ms. Malich agreed that redevelopment should comply with the same design guidelines as new development. Mr. Pasin had been concerned that matching some of the older buildings would be difficult pointing out that a structure should be able to be rebuilt to the standards that it was previously. Ms. Guernsey asked how that would be stated. Mr. Dolan explained that two alternatives could be drafted for commission member's review and suggestions could be made prior to the public hearing. Ms. Guernsey asked if a list could be generated of the codes that should be considered. Mr. Atkins suggested the board could agree on an opinion but not commit until after public comment has been received at the public hearing. Mr. Allen also would like the public's opinion. Mr. Dolan asked for suggestions for language. Ms. Malich suggested that all structures come into compliance to the extent possible. Mr. Atkins, Ms. Ninen and Ms. Derebey agreed. Mr. Allen and Mr. Pasin disagreed. Ms. Guernsey agreed to the extent that there should be no loss of square footage emphasizing that the language should be clear. Mr. Dolan explained that if a structure had been destroyed and could not meet the design requirements the Design Review Board could use their discretion for approval.

Mr. Atkins left at 8:00 pm.

**Talking Point #4:** Should an allowance be given to a property owner who intentionally alters or damages a nonconforming structure (such as a remodel).

Mr. Pasin asked regarding larger structures what would be wrong with remodeling 1/3<sup>rd</sup> at a time. Ms. Guernsey asked if the structures would be required to stay within the building footprint. Ms. Malich commented that intentionally altered or damaged nonconforming structures should not be allowed to rebuild as non-conforming. Mr. Allen asked if the structure had been a SFR and replaced by a new and better designed SFR would that not serve the community better than what had been there before. Mr. Dolan explained that a SFR can be repaired or remodeled but could not be completely torn down and rebuilt to the pre-existing nonconformity. Mr. Pasin agreed with the remodel situation but if the home is intentionally damaged he would not agree. Mr. Dolan suggested that staff could draft the ordinance and present it at the public hearing for discussion. Ms. Ninen discussed the percentage of structure that would be allowed to be replaced. Mr. Dolan clarified that percentage of allowable replacement for remodels at 50 % over a lifetime of the structure. Mr. Allen asked if there would be time limits. Ms. Guernsey responded yes 1 year. Mr. Pasin asked if the would be based on the application submittal or the complete application. Mr. Dolan responded a complete application. Mr. Allen asked if provisions had been provided for extensions. Mr. Dolan responded no.

Ms. Malich and Mr. Allen leave at 8:15 pm



**ZONE 08-0002 – Adding triplexes and fourplexes as conditional uses in the R-2 zoning district**

Mr. Dolan discussed the number of nonconforming tri-plex and four-plex units inside city limits asking if commission members would like to change the code to allow them as conditional uses explaining that the density would also need to be changed. Ms. Ninen discussed the minimum density requirements. Mr. Dolan explained that minimum density had to meet the growth management goals noting that it could be a discussion for city council and planning commission to discuss later, noting that they should not be penalized for not meeting density. Mr. Pasin asked if a minimum had been stated in R-1. Ms. Guernsey stated we are talking about adding the minimum explaining that it would be urban density so it should be 4 units per acre and only for new structures. Ms. Derebey asked how that would be applied to existing uses. Ms. Guernsey suggested allowing them in R-2 zones. Ms. Derebey asked how that would apply to existing properties. Mr. Pasin asked if they would be permitted out right in R-2 Ms. Derebey stated that R-2 seemed to be the proper place for them. Ms. Guernsey agreed but as a conditional use. Ms. Derebey asked why a conditional use rather than permitted use. Ms. Guernsey explained that a conditional would provide the public an opportunity to comment. Mr. Dolan summarized the conditional use criteria. Ms. Derebey and Ms. Ninen agreed that it should be a conditional use. Mr. Pasin disagreed.

**ADJOURNMENT**

**MOTION:** Move to adjourn. Derebey / Ninen – Motion passed.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session and Public Hearing  
March 6, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Jill Guernsey, Joyce Ninen, Jeane Derebey and Dick Allen. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

**MOTION:** Move to approve the minutes of February 7<sup>th</sup>, 2008. Ninen/Allen – Motion passed unanimously.

Discussion followed on the minutes of February 21, 2008. The following changes were suggested by Ms. Ninen and agreed to by the commission.

On page 1 change Mr. Atkins *asked* to Mr. Atkins *stated*.

Page 2 add *that RB-1 was appropriate*.

Typo on page 2 *Soundview*.

Page 3 change *than* to *then*.

Page 3 remove second that

Talking point 2 – replace *with talking point #2 with that non conforming structures comply with as many applicable codes as possible*.

Page 3, add *the structure*.

Remove *Ms. Malich agreed suggesting that there would be no need to further discuss this item*.

**MOTION:** Move to approve the minutes with the changes discussed. Ninen/Guernsey – Motion passed unanimously.

**WORK-STUDY SESSION**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0001 – Nonconforming use and structure amendments.**

Senior Planner Jennifer Kester went over the proposed changes to the ordinance as a result of the previous meeting. She noted that the council has passed ordinance 1122 which allows for reconstruction of non conforming structures due to acts of nature. Ms. Kester stated that due to the extent of the requirements in this section it should probably say that there is a specific permit necessary for a non conforming use and/or structure. She then went over the section on nonconforming uses of land. She stated that the commission had been interested in what codes would have to be met in order to rebuild



and Ms. Kester referred them to her staff report where it listed the codes that may be used for review.

Mr. Pasin asked about the eight codes and would there be a problem with concurrency. Ms. Kester explained that there is an engineering clause that allows for use of their previous concurrency for five years. Mr. Atkins clarified that if the city was under a moratorium and the use was completely destroyed it would not affect their ability to rebuild. Ms. Kester confirmed that was correct. Ms. Guernsey asked about the sign ordinance and it was clarified that they may need to bring the sign into compliance. She then asked about the reference to Chapter 17.01 and asked if it should be Title 17 and Ms. Kester said she would check the reference.

Mr. Pasin asked about page 1 where it talks about a replacement value, and asked why use replacement value instead of the square footage of the structure? Ms. Kester said that in the past this was how we measured non conformity. He asked how the replacement value is determined and Ms. Kester explained how it is determined in the building code. Mr. Pasin thought the replacement value was subjective. Ms. Kester explained that she thought that it was replacement value because it could be just a wall that does not involve any square footage. Mr. Pasin then asked about the term "lifetime". Mr. Dolan stated that that section is only for when an owner wants to voluntarily demolish his structure. Mr. Pasin stated that he was concerned about using both terms "use" and "structure" and Mr. Dolan explained that it is done intentionally as they are two very different things. Mr. Pasin then asked what does "otherwise lawful" mean in 17.68.040 and Ms. Kester explained that it may be in violation of fire codes. Mr. Pasin asked if .040 (a) should say "currently" in effect. Everyone thought it was fine as it was.

Ms. Derebey thought maybe there should be a reference to "for the purpose of remodeling" and Ms. Kester said that it would be difficult to determine their intent in demolishing a structure. It was decided to perhaps change intentional destruction to intentional alteration. Ms. Kester then went over the proposed order of the sections.

Ms. Derebey suggested that the discontinuance of nonconforming structures and uses be changed to uses and structures and Ms. Kester agreed.

Ms. Kester pointed out the statement that nonconformities shall comply with all other applicable codes to the extent possible. Mr. Pasin asked about the requirement to comply with applicable codes and gave an example that if part of the building is destroyed and you have to have it meet design (i.e., historic windows) and then the rest of the building does not have those types of windows. Ms. Kester went over various scenarios and that it may be difficult to determine what is the extent possible in a theoretical manner without an actual application to review. Mr. Dolan addressed the historic window solution and stated he couldn't imagine requiring three windows to look different from the rest of the building. Ms. Guernsey thought that the previous discussion was that they had to make application within one year not that it had to be

completed. Ms. Kester referred her to ordinance 1122 on page four where it states that the application had to be made within a year.

Chairman Malich called a 5 minute recess at 6:56. The meeting was reconvened at 7:04 p.m.

## **PUBLIC HEARING**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.**

Ms. Kester went over the request by City Council for removal of the Mixed Use District overlay. She explained the two options; Option A, removal of the overlay entirely and Option B, to implement a new mixed use zone which would be a harmonization of the uses allowed in the MUD overlay and underlying zones. Ms. Kester highlighted the changes. She stated that staff is also recommending a new definition of townhouse in order to implement the standards in the MUD zone.

Chairman Malich opened the public hearing at 7:10 p.m.

Don Wilcox, Burnham Drive, presently zoned B-2 with the MUD overlay. Mr. Wilcox asked how this would affect his property. Ms. Kester pointed out his parcel and explained that if the MUD overlay was removed his property was B-2, if it was the new mixed use zone, the uses would be the same but some of the performance standards may change.

Mark Shoens, 2002 Sullivan Drive NW – Mr. Shoens stated that he owns property on Burnham Drive NW and have been waiting for water, sewer and traffic concurrency. He said he was trying to figure out if he was going to lose some ability to develop his property. Ms. Kester said that he was zoned R-1 with an MUD overlay, she explained the current standards and the two options being presented tonight. He asked why they wanted to remove the overlay and Ms. Kester explained. Mr. Shoen expressed that he would prefer Option B.

Jerry Larimore, 4710 Gay Rd. Tacoma WA – Mr. Larimore stated that he owns property along Burnham Drive and that it sounds like taking something if Option A were implemented so he would prefer Option B. He asked about the tax implications. Ms. Kester explained that without knowing how Pierce County assesses the property now, she couldn't answer. She continued by saying it would depend on if the assessor treasurer currently takes the overlay into consideration.

Chairman Malich closed the public hearing at 7:20 p.m.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0001 – Nonconforming use and structure amendments**



Chairman Malich opened the public hearing at 7:21 p.m.

Senior Planner Jennifer Kester explained that the proposal is to change the nonconforming use and structures section of code. Ms. Kester explained what this section of code pertains to. She stated that the council recently passed an ordinance that nonconforming residential uses in the R-2 zone and that use burned down or was destroyed by some other act of nature, 100% of it can be rebuilt. She explained what the previous code had stated. She continued by explaining that the City Council asked that the Planning Commission examine whether that should apply to all zones rather than just R-2. She went over some of the changes that would be implemented with this ordinance.

George Pollock, 2808 Harborview Drive – Mr. Pollock said he was very thankful for the passage of Ordinance 1122 and was concerned by the remodel portion of the ordinance. Ms. Kester explained that replacement value only applied to things that would require a building permit, not carpets, lighting, etc. Ms. Kester stated that there were no provisions in today's codes for remodel of nonconforming structures and that this proposal would at least allow for it.

Due to the arrival of additional interested citizens, Chairman Malich re-opened the public hearing on Item 1, Removal of Mixed Use District overlay and determination of appropriate underlying zoning, at 7:25 p.m.

Wade Perrow, 9119 N Harborview Drive – Mr. Perrow stated that he agreed with the idea of removing the MUD overlay. He continued by saying that there are certain elements that can't just be removed.

Jill Guernsey explained the options in the proposal. Mr. Perrow said that he wasn't sure we needed another zone in the city. He asked that the Planning Commission make sure that the city has an adequate employment base.

Ms. Kester assured Mr. Perrow that the uses currently allowed in the overlay would be allowed in the mixed use zone. He stated he didn't think it was the best zoning for the city. He said that he had marked up the matrix to try to illustrate what he felt the zone should be for the area. Ms. Guernsey asked which of the current zoning districts he would suggest for the area. He explained why he thought it should be zoned differently and that this was an opportunity to really examine what should happen in this area. Harris Atkins asked if anyone had further comments after hearing Mr. Perrow's comments.

Mr. Larimore said that he thought that in a mixed use zone you could accomplish what Mr. Perrow was talking about but he also felt that transitioning between zones sounded nice as long as you do not down zone someone's property. Mr. Pasin asked how he envisioned his property being used and he said he didn't know.

Chairman Malich closed the first and second hearing at 7:40 p.m.

**3. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0002 – Adding triplexes and fourplexes as conditional uses in the R-2 zoning district.**

Dick Allen and Theresa Malich recused themselves from this item.

Ms. Kester went over the proposal and the proposed changes within it.

Vice Chairman Harris Atkins opened the public hearing at 7:45 p.m.

There being no one wishing to testify Mr. Atkins closed the public hearing at 7:47.

Mr. Atkins called a short recess at 7:48 p.m. The meeting reconvened at 7:50 p.m.

### **WORK-STUDY SESSION**

**3. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0002 – Adding triplexes and fourplexes as conditional uses in the R-2 zoning district.**

Ms. Kester noted that there is a technical amendment to go along with this amendment that addresses how we calculate density since we are putting a minimum density in. Mr. Atkins asked if anyone had any reason for not proceeding with asking staff to develop the ordinance. Ms. Guernsey asked if the changing of the density was also part of that and everyone agreed. Ms. Ninen and Ms. Guernsey said they were in favor. Ms. Derebey asked about how density worked and Ms. Kester explained. Ms. Derebey agreed with the proposal. Mr. Pasin said that during previous discussion he had felt that triplexes and fourplexes should just be permitted outright and others had felt differently but he would like to see if anyone had changed their opinion. Ms. Ninen said that they had discussed this at the last meeting and she felt it had to be conditional. Ms. Derebey agreed.

**MOTION:** Move to forward a recommendation to the City Council to add triplexes and fourplexes as conditional uses in the R-2 zone, set a minimum density of 4 dwelling units per net acre and increase the allowance for impervious coverage from 40% to 60% of the total lot area. Guernsey/Ninen – Motion carried unanimously.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 08-0001 – Nonconforming use and structure amendments**

Ms. Kester went over the items that they had discussed at the work study session. She asked if 50% replacement value was the right trigger. Mr. Atkins brought up the testimony of the gentleman who was thinking about remodeling his unit interior. Ms. Kester stated that replacement costs are only those things necessary to build the building, not cosmetic things. Mr. Dolan suggested that they make interior remodels exempt. Mr. Atkins stated that he knew of a case where a family moved into a home



where there was no basement so they excavated so they had a full basement and had to put in a new foundation, this would have exceeded the 50%. He added that someone should not be penalized for remodeling their home. Mr. Atkins asked Ms. Malich if she could have done what she did to her home. Ms. Derebey said that Ms. Malich didn't really do any demolition because she didn't really tear anything down. Ms. Kester said that perhaps siding would be part of a replacement cost. Mr. Pasin said that if someone wants to put in new windows, roof, etc they could exceed 50%. Ms. Kester pointed out the section on repair and maintenance. Mr. Pasin said that maybe the question is what is remodel. Ms. Kester gave an example. Mr. Dolan stated that we had a customer with a nonconforming structure that they were going to tear down two walls in 2007 and replace them and then tear down two more in 2008 and replace them. Ms. Malich explained her situation when she tore down her garage that was nonconforming. Ms. Kester said that she really felt that there should be an interior remodel exemption, but the question remains as to how much exterior work is okay.

Mr. Pasin felt that they were trying to put together something that deals with the ugly and have lost sight of the people trying to maintain and update their properties. Mr. Dolan stated that every change here actually makes the code more liberal not more difficult. Discussion followed on the difference between remodel and repair and maintenance. Mr. Atkins said you might have a facility that was nonconforming because it didn't meet setbacks and this might prevent someone from remodeling their home. Ms. Kester explained that if you had a structure that met the front and side but not the rear, then just the portion of the house that is in the setbacks would be nonconforming. Ms. Ninen asked about solar panels and skylights would that be considered a structural change. Mr. Dolan pointed out the provision that nonconforming structures can be remodeled as long as it doesn't increase the nonconformity. Ms. Kester explained it further. Mr. Dolan pointed out that the rebuild provision, if it's damaged by an act of God, is extremely liberal. Mr. Atkins asked what percentage of homes within the historic district were nonconforming and Ms. Kester said that perhaps 75%. She noted that we have approved lots of remodels for nonconforming structures because it doesn't expand the nonconformity. Ms. Guernsey asked if there was a variance provision with this and Ms. Kester went over some variance scenarios. Mr. Pasin said that he felt that the ordinance needed to be broader. Ms. Derebey felt that with the interior remodel exemption this had been hammered out. Mr. Allen asked what if someone has a rundown house and they want to build something new. Mr. Dolan said that they could rebuild but they would have to meet the code or get a variance. Mr. Allen felt that we should appreciate that someone wants to build something new. Ms. Ninen stated that if someone had an old house maybe someone should get it listed as a historic structure. Ms. Guernsey said that she would like to see additional language including what they had discussed.

Ms. Kester said that she would come back at the next meeting with actual code language.

**MOTION:** Move to direct staff to prepare an ordinance incorporating the changes discussed tonight for our final consideration at the next feasible meeting. Atkins/Derebey –

Mr. Atkins stated that his intent was to include an exemption of interior remodeling and the other items that Ms. Kester had noted within the text. He stated that it is difficult to legislate common sense and asked the commission members to give this issue some thought for further discussion at the next meeting. Mr. Pasin felt that they should be cautious and that just because something gets put within the setbacks it doesn't necessarily improve views. Mr. Allen said that views are not really a consideration.

Motion passed unanimously.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.

**MOTION:** Move to defer this item to the next meeting. Ninen/

Ms. Kester went over the things that were still left to discuss within this quarter. Mr. Atkins went over what the options were and what some of the public had said tonight. He asked what everyone else thought and if they wanted to examine other zones. Ms. Derebey, Ms. Malich and Ms. Ninen stated they liked the new Mixed Use zone. Mr. Pasin said he wanted to discuss it further. Ms. Guernsey thought that Mr. Perrow had a good idea to reexamine the entire area but the City Council really doesn't want the commission to take the time to do that right now. She stated that she prefers Option B assuming that we need to do something now. Mr. Allen said that if it's just a fix then he would prefer Option B unless we want to take on a larger task. Mr. Atkins said he would go with the mixed use Option B, he didn't think that the area was big enough to warrant several different zones.

Ms. Ninen's motion died for lack of a second.

**MOTION:** Move to forward a recommendation to the City Council for the text amendment as written on the condition that the ordinance is brought back for review.

Ms. Kester pointed out that it is really an area-wide rezone and Mr. Atkins withdrew his motion.

**MOTION:** Move to have staff prepare an area wide rezone for the mixed use district with the currently configured boundaries. Atkins/Ninen – Motion passed unanimously.

## **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:50 p.m. Ninen/Derebey – Motion passed.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
March 20, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey and Dick Allen. Commissioners Theresa Malich, Jill Guernsey and Joyce Ninen were absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – ZONE 08-0001 – Nonconforming use and structure amendments.

Senior Planner Jennifer Kester went over the changes made to the draft ordinance since the March 6, 2008 public hearing on the amendments. She ran through the six areas where she had made changes based on comments at the last meeting.

Discussion was held on interior remodels and that they should not increase the nonconformity of the structure. Commissioner Harris Atkins asked about the applicability of the section and Ms. Kester answered that this section did not apply to nonconformities in the building code but rather to Title 17.

Commissioner Jim Pasin voiced his concern with the 50% limitation over the lifetime of the structure. Mr. Atkins said that he felt that Item C was easier to understand than D and perhaps we should eliminate one and Ms. Derebey said no, she felt they needed both. Ms. Kester explained the importance of spelling out in any nonconformity section how the nonconformity is supposed to go away. Ms. Derebey felt that there should be two separate clauses. Mr. Atkins pointed out that by saying "eliminating nonconforming status" implies that it's conforming. Ms. Kester agreed that it could be written better. Mr. Pasin said that he didn't think they were looking at what this could mean if we have this threshold over the lifespan of the building. Mr. Atkins expressed that he had done research with other cities and this type of code was typical and in fact this code was more liberal than most. Mr. Allen also felt that this section of code was a terrific burden on the property owner. Ms. Kester went over things that don't trigger replacement costs, highlighting that most things will not trigger this section of code.

Mr. Pasin asked about the section on enlargement of a nonconforming use being prohibited. Ms. Kester explained that if there were two tenants and one was conforming and one was nonconforming we would not allow the nonconforming tenant to expand or move. Mr. Dolan explained that this was not tightening up any regulations but rather making them more liberal. Mr. Atkins asked about the number of nonconformities in the city and Ms. Kester answered that most towns have expanding numbers of nonconforming structures and uses. Mr. Pasin again expressed that he didn't feel that people should be penalized for having a nonconforming use and Mr. Atkins explained

that it is not penalizing people it is making what they do in the future comply, they do not have to do anything if they don't want to.

Mr. Pasin asked what was meant by the section on damage by greater than 50%. Ms. Kester answered that it is based on replacement costs. She gave an example that if you have lost a wall, you have lost the value of the wall. Ms. Derebey asked if replacement value would be better than loss value. Ms. Kester said she was willing to make a note and consult the City Attorney to see if that wording was appropriate. Mr. Pasin asked about the section on when a use is considered discontinued, where it says "the structure, or a portion of the structure is not being used for the use allowed by the most recent permit." Ms. Kester said that she could ask the City Attorney if there were words that could be added to make it clearer so that the existing nonconforming use could not cease using a portion of a building and then begin using it again so as to assure that the vacant space loses its status not the occupied portion. Mr. Pasin asked about number three and if that conflicts with the rule that says if it's discontinued more than a year. Ms. Kester said that it does not and if you leave a nonconforming use for less than a year then you can go back and continue the use.

Mr. Atkins asked about number four and its intent. Ms. Kester explained when it would apply. He then asked about Item D and verified that Ms. Kester would work on the language.

Ms. Kester asked if they wished to make a recommendation based on the clarification of some of the language.

**MOTION:** Move that with the clarifications discussed tonight that we recommend these amendments be given to the City Council for their study. Derebey/Allen – Motion carried.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 -**  
Neighborhood Design Areas.

Mr. Atkins stated that he was thinking that they would discuss two aspects of this issue; the methodology and then how you deal with adjacent zones. He suggested that we limit the discussion to 30 minutes and then finish with Item 3. Ms. Kester then went over the design manual to explain the organization. She asked how they wanted to tell the public which sections of the design manual apply to their area and did they want to have a matrix or did they want to have it on each requirement what areas it applies to. She also suggested that there was another way which was to take one design manual and make eight design manuals, one for each design area. She also pointed out that they may want to get the DRB input on that. Mr. Pasin talked about how some of the design requirements were difficult to administer for fill in development. Mr. Atkins felt that as they went through the process it may become clearer as to what is the best communication tool. Ms. Kester explained that they had chosen to do the Northwest Industrial area first and perhaps once they decide what is okay in that area then staff can suggest what standards would not be necessary. She also said that when they get



to more complex areas like the Westside they might have to approach it differently. Discussion followed on a possible design matrix and Ms. Kester explained the layout of the manual and how the staff uses a checklist.

Vice Chair Harris Atkins called a five minute recess at 7:25 p.m. The meeting was reconvened at 7:30 p.m.

Mr. Atkins said that we will discuss this further at the next meeting and hopefully we will have some Design Review Board members at the next meeting. Ms. Kester said that staff will go out and take some pictures to begin the discussion on what should apply in the Northwest Industrial area.

Mr. Allen asked if we could look at other areas and Ms. Kester said that she felt that this was more of a matter of deciding which of our current standards apply where rather than creating any new standards. Mr. Atkins said that what she had suggested were good ideas and then this could be discussed further.

Mr. Pasin would also like to discuss setbacks, parking within the discussion of the neighborhood design areas. Ms. Kester said that we would not be discussing parking and setbacks as those were not part of the design manual.

The discussion then moved to the interface areas and what would happen within those areas. She explained that the standards may be so different from area to area and asked if they wanted to provide some transition or are the delineations fine. Mr. Pasin said that he felt that the big challenge in this was talking about residences. Ms. Derebey said that we also are not just talking about residences it's residential coexisting with commercial and having it reflect the neighborhood. Mr. Dolan said that the point was that we have design areas that are adopted and now we have to figure out how to implement them. Ms. Kester said that once we develop the standards we may discover that there is not enough of a difference between the areas.

Mr. Pasin gave an example of zone transition and Ms. Kester explained that it is site specific. Ms. Derebey said that the underlying zoning is what is going to help this issue and Mr. Allen agreed. Mr. Atkins felt that there should be some mechanism for when there is a problem. He thought that there should be a way that they can choose to go to the DRB. Mr. Allen agreed that there has to be some rational way of dealing with issues, he also felt that roads were good separators between areas but it mattered if they were large roads or small roads.

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

Ms. Kester stated that there were two parts to this. She stated that we could hold a public hearing where we solicit some input from property owners. She asked if they wanted to continue this discussion later this year when they have a starting point for public comment. Mr. Dolan said that perhaps they should have the public hearing

before they even discuss the matter. Ms. Kester pointed out the e-mail from Commissioner Joyce Ninen on the RB-1 issue. Mr. Atkins asked why there was RB-1 and RB-2. Mr. Pasin thought that the RB-1 enabled some of the original retail areas to continue to exist and RB-2 was developed to enable the community to have more of a neighborhood business environment. Mr. Atkins said that he had looked at some of the allowed uses along with some of the properties and it does seem like it's an interesting collection and some of them seem like they should have a more intense use.

Ms. Kester felt that they should really look at the issues identified when they did the matrix, figure out what the zoning should be for the parcels that don't seem to fit with RB-1 and leave the rest, then have a public hearing. Ms. Derebey pointed out that they had done some of that at the last meeting and asked what they needed to do to move to a public hearing. Ms. Kester explained that it could be site by site as some we may know what we want to change it to and some we may not. Mr. Allen said we will get some lopsided testimony. Mr. Dolan said some areas need some specific recommendations. Mr. Allen asked if they wanted to zone them for what is happening on the site or do we want to invent the future. Mr. Atkins gave some examples of sites and what may be good. Ms. Derebey clarified that they either have to make a suggestion prior to the hearing or just ask for comments. She stated that she felt they needed to make suggestions prior to the hearing. Mr. Pasin said he felt they should make suggestions prior. Everyone agreed. Ms. Kester reminded everyone how this subject came up in the first place and that the Planning Commission had suggested that they look at the RB-1 zones.

Discussion was held on the parcels in Purdy zoned RB-1. Mr. Pasin said that he felt it should be RB-2, then changed his mind to B-2 so it would match the other side of the road. Mr. Dolan asked what the county zoning was and Ms. Kester said that it was Neighborhood Center because they are mimicking our zoning as we asked them to do. Ms. Derebey said she could see that it should serve as a transition. Ms. Kester then checked the land use designation and it was Public Institutional so it may require a comp plan amendment. Mr. Pasin said he was okay with RB-2 or B-2. Mr. Atkins said he thought it should be RB-2 or B-1.

Ms. Kester said that given the discussion, maybe they were not ready to have a public hearing on this issue, as we are going to have to work through these areas. Mr. Atkins suggested that they go through the list and everyone come back to the next meeting with suggestions to help the discussion.

Ms. Kester then went over the schedule and the three housekeeping amendments that staff was proposing for direct consideration by the council. No one saw any problems with direct consideration. She went over the items on the work program for the second quarter. She asked if they wanted to continue the RB-1 discussion at an April meeting. Mr. Atkins asked if they were still going to discuss the Planning Commission Comprehensive Plan amendments. Ms. Kester said she needed more detail by the end of the April 3<sup>rd</sup> meeting in order to accomplish this. It was also decided that this RB-1 item would be discussed at the April 3<sup>rd</sup> meeting.



Mr. Atkins said that he would send out an e-mail reminding each person their homework.

**ADJOURN**

**MOTION:** Move to adjourn at 8:50 p.m. Derebey/Allen



Business of the City Council  
City of Gig Harbor, WA

Old Business - 4

**Subject:** Tides Tavern Tideland Lease

**Dept. Origin:** Administration

**Proposed Council Action:**

**Prepared by:** Rob Karlinsey

Consider Mr. Stanley's proposal

**For Agenda of:** June 9, 2008  
**Exhibits:** A & B

Initial & Date

**Concurred by Mayor:** CUH 5/7/08  
**Approved by City Administrator:** POK 5/7  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

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

**INFORMATION / BACKGROUND**

Earlier this year, the City Council approved a lease for a small area of City-owned tidelands with the Tides Tavern. Peter Stanley, owner of the Tides Tavern, has not signed this lease and wishes to propose different language regarding the length of the lease.

Exhibit A attached is a copy of the lease approved by the City Council on December 10, 2007. Exhibit B is alternate language proposed by the attorney for Mr. Stanley.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Consider Mr. Stanley's proposal



**CITY OF GIG HARBOR  
AND  
PETER STANLEY  
LEASE AGREEMENT**

SECTION I - PARTIES TO THE LEASE AGREEMENT

The parties to this lease agreement are the City of Gig Harbor, a municipal corporation of the State of Washington, (hereinafter referred to as "Lessor" or "City"), and PHILIP T STANLEY, 602 North C Street, Tacoma, WA 98403, (hereinafter referred to as "Lessee").

SECTION II - PURPOSE

2.1. Purpose. The purpose of this Agreement is to lease a portion of the City's tidelands as depicted on a survey marked Exhibit A attached (hereinafter the "Property"), to allow private and public access activities, so that the public may arrive by boat and patronize the Tides Tavern and other merchants and amenities of Gig Harbor, upon the terms and conditions set forth herein.

2.2. Legal Description. The Property ~~are~~ is legally described on the document identified as Exhibit A attached hereto and made a part of hereof by reference. In executing this Lease, the City is relying on the surveys, diagrams and legal descriptions provided by the Lessee.

2.3. Inspection. The City makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Lessee's permitted use, compliance with governmental laws and regulations, availability of utility rights, access to the Property or the existence of hazardous substances on the Property. Lessee has inspected the Property and accepts it "as is."

SECTION III -THE USE

3.1. Permitted Use. Lessee shall use the Property for private access, limited public access activities, private storage and for no other purpose.

3.2. Restrictions on Use. Lessee shall not cause or permit any damage to natural resources on the Property. Lessee shall also not cause or permit any filling activity to occur on the Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property, except as approved in writing by the City.

The prohibitions in this Section against damage to natural resources, filling, deposition of any unapproved materials, and waste, shall also apply to protect

any City or state-owned aquatic lands adjacent to the Property from any of Lessee's activities related to Lessee's occupation of the Property. All obligations imposed by this Section on Lessee to cure any violation of the prohibited activities in this Section shall also extend to City or state-owned aquatic lands adjacent to the Property when the violation arose from the Lessee's activities related to Lessee's occupation of the Property.

Lessee shall use the Premises only for the purposes and activities identified herein. The use of the Property by the Lessee shall not be of a religious or partisan political nature. Such use shall be made in a responsible and prudent manner continuously during the terms of the Lease. Lessee shall not use or permit the Property, or any part thereof, to be used for any purposes other than those set forth herein. Lessee shall neither permit on the Property any act or storage that may be prohibited under standard forms or fire insurance policies, nor use the Property for any such purpose.

Lessee shall not permit any waste, damage or injury to the Property, use the Property for anything that will increase the rate of insurance, maintain anything on the Property that may be hazardous to life or limb, permit any objectionable odor, permit anything to be done on the Property or use the Property in any way tend to create a public or private nuisance, or use or permit the Property to be used for lodging or sleeping purposes.

3.3. Conformance with Laws. The Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Property.

3.4. Terms of Lease and Options to Renew. This lease shall be for a term of five (5) years after the date this Lease is signed by both parties, with three (3) five (5) year options to renew. Ninety (90) days prior to the expiration date of this Lease or any renewal, the Lessee may furnish a written notice of intent to renew this Lease to the Lessor. If the Lessor receives a timely written notice of intent to renew this Lease, the parties may enter into a new Lease for another five (5) years, the terms of which shall be renegotiated by the parties. ~~the terms of which may be adjusted with respect to the rent not to exceed three (3%) pre annum.~~ If the Lessor does not receive a timely written notice of intent to renew, this Lease shall expire. Lessee shall not be entitled to renew this Lease if it is in default under the terms of this Lease at the time the option to renew is exercised. Upon the expiration or termination of this Lease (or any extended term), the Lessee shall surrender the Property to the City.

3.5. Hold Over. If the Lessee remains in possession of the Property after the Termination Date, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30)



days' notice. The monthly rent during the holdover shall be the same rent which would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms. If the City provides notice to vacate the Property in anticipation of the termination of this Lease or at any time after the Termination Date and Lessee fails to do so within the time set forth in the notice, then the Lessee shall be a trespasser and shall owe the City all amounts due under RCW 79.01.760 and all other applicable law.

3.6. Lease Payments/Considerations. Lessee shall pay Lessor the amount of \$14.00 per year by the 20<sup>th</sup> day of January of each year for the lease of the Premises, without demand or billing. Payment is to be made to the City of Gig Harbor, Finance Director, 3510 Grandview Street, Gig Harbor, WA 98335.

3.7. Improvements. On the Commencement Date, the following improvements are located on the Property: a thirty-five square foot portion of the floating dock extending from the tidelands of the Department of Natural Resources onto the tidelands of the City of Gig Harbor. These improvements are not owned by the City and are maintained by the Lessee. So long as this Lease remains in effect, the Lessee shall retain ownership of all existing improvements identified in this paragraph (the "Lessee-Owned Improvements"). No Lessee-Owned improvements shall be placed on the Property without the City's written consent.

3.8. Services in Addition to Lessee Payment. The Lessee shall maintain all privately owned improvements on the Property in safe and clutter-free manner.

3.9. Signs. All signs or symbols currently placed by Lessee upon the Property are acceptable but any new signs or symbols placed by Lessee on part of the structures or Property shall be subject to Lessor's prior written approval. Lessor may demand the removal of signs which are not so approved, and Lessee's failure to comply with said request within forty-eight (48) hours after such demand will constitute a breach of this paragraph and will entitle Lessor to terminate this Lease or, in lieu thereof, to cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this Lease, Lessee shall remove all signs placed by it upon the Property, and shall repair any damages caused by such removal. All signs must comply with applicable sign ordinances and be placed in accordance with required permits.

3.10. Alterations. Prior to any construction, alteration, replacement, removal or major repair of any improvements, the Lessee shall submit to the City plans and specifications which describe the proposed activity. Construction shall not commence until City has approved those plans and specifications in writing. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the Lessee otherwise within sixty (60) days. Upon completion of construction, the Lessee shall promptly provide the City with as-built plans and specifications. Lessee agrees to comply with all laws, ordinances, rules and regulations of any

proper public authority in the construction of any improvements or repair, and to save the Lessor harmless from damage, loss or expense. After notice of termination of this Lease, and upon Lessor's request or Lessor's approval, the Lessee shall remove such improvements and restore the Property to its original condition not later than the termination date, at Lessee's sole cost and expense. Any improvements not so removed may be removed by the Lessor at Lessee's expense. If the Lessee-Owned improvements remain on the Property after the termination date without the City's consent, they will become the property of the City, but the City may remove them and the Lessee shall pay the cost of removal and disposal upon the City's demand.

3.11. Inspection by Lessor. The Lessor may enter upon the Premises at any reasonable time during normal business hours or after hours with reasonable notice for the purpose of inspecting the same for compliance with the terms of this Lease.

3.12. Contractor's Bonds and Liens -

A. Lessee shall not suffer or permit any lien to be filed against the Premises or any part thereof or the Lessee's leasehold interest, by reason of work labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under the Lessee. If any such lien is filed against the Premises, Lessee shall hold the Lessor harmless from any loss by reason of the lien and shall cause the same to be discharged of record within thirty (30) days after the date of filing of same.

B. At the Lessor's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition to be made to the Premises, to secure and maintain, at no cost to the City, a contract or performance bond, payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such persons or subcontractors with provisions and supplies for the carrying on of such work.

3.13. Indemnification and Waiver. Lessee agrees to defend, indemnify, and hold harmless the Lessor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including costs and attorney's fees, arising out of or in connection with the performance of this Lease



or Lessee's enjoyment of the Property, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of their own negligence. Lessee agrees to defend, indemnify and hold harmless the Lessor, its officials, officers, employees and volunteers from any and all claims, injuries, damages, losses or suits, including costs and attorneys' fees, which are caused by or arise out of any condition of the Premises arising after execution of this Lease. Lessee further agrees that in the event that any conditions affect its quiet enjoyment of the Property to such a degree that the Lessee no longer wishes to occupy the Property, then the Lessor shall not be required to reimburse the Lessee for any amounts relating to the Lease term. In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damages to the Property, any of Lessee's improvements placed on the Property, any personal property located anywhere on the Property, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Property through natural causes or reasons not the fault of Lessor, and whether any such loss is insured or not and irrespective of the cause of such loss.

Lessee's liability to the City for hazardous substances, and its obligation to defend and hold the City harmless for hazardous substances, shall be governed exclusively by Section 4.2. The provisions of this Indemnification Section shall survive the termination or expiration of this Lease Agreement.

### 3.14. Insurance.

At its own expense, the Lessee shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Section. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of B+ or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to the City. If non-admitted or non-rated carriers are used, the policies must comply with chapter 48.15 RCW.

#### A. Types of Required Insurance.

1. Commercial General Liability Insurance. The Lessee shall procure and maintain Commercial General Liability Insurance and if applicable, Marina Operator's Legal Liability Insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of the Lessee's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and

maintained. Insurance must include liability coverage with limits not less than those specified below:

Description	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

The City may impose changes in the limits of liability:

- (i) As a condition of approval of assignment or sublease of this Lease;
- (ii) Upon a material change in the condition of the Property or any improvements;
- (iii) Upon any breach of the Sections in this Lease relating to Hazardous Substances;
- (iv) Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by the City.

2. Property Insurance. The Lessee shall procure and maintain property insurance covering all real property located on or constituting a part of the Property in an amount equal to the replacement value of all improvements on the Property. Such insurance may have commercially reasonable deductibles.

3. Builder's Risk Insurance. As applicable, the Lessee shall procure and maintain builder's risk insurance in an amount reasonably satisfactory to the City during construction, replacement, or material alteration of the Property or improvements on the Property. Coverage shall be in place until such work is completed and evidence of completion is provided to the City.

B. Terms of Insurance. The policies required under Subsection A shall name the City of Gig Harbor as an additional insured. Furthermore, all policies of insurance described in this Section shall meet the following requirements:

1. Policies shall be written as primary policies not contributing with and not in excess of coverage that the City may carry;

2. Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to the City except upon forty-five (45) days prior written notice from the insurance company to the City;



3. To the extent of the City's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to the City and the Lessee;

4. All liability policies must provide coverage on an occurrence basis; and

5. Liability policies shall not include exclusions for cross liability,

C. Proof of Insurance. The Lessee shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the City accompanied by a checklist of coverages provided by the city: executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in this Section, and, if requested, copies of policies to the City. The Certificate of Insurance shall reference the City of Gig Harbor and this lease. Receipt of such certificates or policies by the City does not constitute approval by the City of the terms of such policies. The Lessee acknowledges that the coverage requirements set forth herein are the minimum limits of insurance the Lessee must purchase to enter into this Lease Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Lessee from liability for losses and settlement expenses greater than these amounts.

3.15. Condemnation. If during the Term of this Lease there shall be a condemnation or a taking of all or a portion of the Property and/or any improvements thereon under the power of eminent domain (either by judgment or settlement in lieu of judgment), the leasehold estate of the Lessee in the Property shall terminate as of the date of the taking. If this Lease is terminated, in whole or in part, all rentals and other charges payable by the Lessee to the City and attributable to the Property taken shall be paid by the Lessee up to the date of the taking. If Lessee has pre-paid rent, then Lessee shall be entitled to a refund of the pro rata share of the pre-paid rent attributable to the period after the date of taking.

3.16. Assumption of Risk. The placement and storage of personal property or other improvements on the Premises by Lessee shall be the responsibility, and at the sole risk of the Lessee.

3.17. Leasehold Taxes. Lessee shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the Premises, whether existing on the Property at the time of execution of this Lease or at any time during the term of this Lease. This includes leasehold excise taxes, assessments, governmental charges, of any kind whatsoever, applicable or attributable to the Property, Lessee's leasehold

interest, the improvements or Lessee's use and enjoyment of the Property. Lessee may contest any tax or assessment at its sole cost and expense. At the request of the City, Lessee shall furnish reasonable protection in the form of a bond or other security, satisfactory to the City, against any loss or liability by reason of such contest.

3.18. Default and Remedies.

A. The Lessee shall be in default of this Lease upon the occurrence of any of the following:

1. Failure to pay annual rent or expenses when due;
2. Failure to comply with any law, regulation, policy or order of any lawful governmental authority;
3. Failure to comply with any other provision of this Lease;
4. Two or more defaults over a period of time, or a single serious default, that demonstrates a reasonable likelihood of future defaults in the absence of corrective action by the Lessee; or
5. Proceedings are commenced by or against the Lessee under any bankruptcy act or for the appointment of a trustee or receiver of the Lessee's property.

B. A default shall become an Event of Default if the Lessee fails to cure the default within thirty (30) days after the City provides the Lessee with written notice of default, which specifies the nature of the default.

C. Upon an Event of Default, the City may terminate this Lease and remove the Lessee by summary proceedings or otherwise. The City may also, without terminating this Lease, relet the Property on any terms and conditions as the City in its sole discretion may decide are appropriate. If the City elects to relet, rent received by it shall be applied: (i) to the payment of any indebtedness other than rent due from the Lessee to the City; (ii) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. Any balance shall be held by the City and applied to the Lessee's future rent as it becomes due. The Lessee shall be responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly. The City's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless the City gives a written notice of termination to the Lessee or termination is decreed by legal proceedings.



The City may, at any time after reletting, elect to terminate this Lease for the previous Event of Default.

3.19. Disclaimer of Quiet Enjoyment. This Lease is subject to all valid recorded interests of third parties, as well as the rights of the public under the Public Trust Doctrine or federal navigation servitude, and treaty rights of Indian Tribes. The City believes that its grant of this Lease is consistent with the Public Trust Doctrine and that none of the identified interests of third parties will materially and adversely affect the Lessee's right of possession and use of the Property as set forth herein, but makes no guaranty or warranty to that effect. The Lessee and City expressly agree that the Lessee shall be responsible for determining the extent of its right to possession and for defending its leasehold interest. Consequently, the City expressly disclaims and the Lessee expressly releases the City from any claim for breach of any implied covenant of quiet enjoyment with respect to the possession of the Property. This disclaimer includes, but is not limited to, interference arising from or in connection with access or other use rights of adjacent property owners or the public over the water surface or in or under the water column, including rights under the Public Trust Doctrine; rights held by Indian Tribes; and the general power and authority of the City and the United States with respect to aquatic lands, navigable waters, bedlands, tidelands and shorelands. In the event that the Lessee is evicted from the Property by reason of successful assertion of any of these rights, this Lease shall terminate as of the date of the eviction. In the event of a partial eviction, the Lessee's rent obligations shall abate as of the date of the partial eviction, in direct proportion to the extent of the eviction, but in all other respects, this Lease shall remain in full force and effect.

3.20. Termination. In the event Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed or performed by Lessee, and such default is not corrected within thirty (30) days after receipt of notice thereof from Lessor, or such shorter period as may be reasonable under the circumstances; or if Lessee shall abandon, desert, vacate or otherwise leave the Premises; then, in such event, Lessor, at its option, may terminate this Lease together with all of the estate, right, title or interest thereby granted to or vested in Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and Lessor may re-enter the Premises using such force as may be required.

Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform an obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; PROVIDED, HOWEVER, that if the Lessor is informed by the Lessee in advance that the nature of the remedial action requires more than thirty (30) days for performance,

the Lessor agrees to the additional time and the Lessee performs within the additional time specifically granted by the City, then the Lessee shall not be in default.

If this Lease shall be terminated as herein provided, the Lessor may immediately or at any time thereafter reenter the Premises and remove any and all persons and property there from, by any suitable proceeding at law or otherwise, without liability therefore, and reenter the Premises, without such reentry diminishing Lessee's obligation to pay rental for the full term hereof, and Lessee agrees to pay Lessor any deficiency arising from reentry and reletting of the Premises at a lesser rental than provided herein. Lessor shall apply the proceedings of any reletting first to the payment of such reasonable expenses as Lessor may have incurred in recovering possession of the Premises, and removing persons and property there from, and in putting the same in good order or condition or preparing or altering the same for reletting, and all other expense incurred by Lessor for reletting the Premises; and then to Lessee's obligation to pay rental.

3.21. Notices. All notices required or desired to be given under this lease shall be personally served or given by mail. If mailed, they may be sent by certified mail to the following respective address:

To the City:	City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335
To the Lessee:	Philip T. Stanley 602 North C Street Tacoma, Washington 98403

3.22. Assignment and/or Subletting. Lessee shall not, under any circumstances whatsoever, assign or sublet this Lease or any part of the Premises, unless the Lessee has obtained the Lessor's prior written agreement to such assignment or subletting. The Lessor's agreement to such assignment or subletting shall be at the Lessor's sole discretion. In determining whether to consent, the City may consider, among other items, the proposed transferee's financial condition, business reputation and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge or otherwise affect the liability of the Lessee. If Lessee is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Lessee shall be deemed to be an assignment of this Lease. If the Lessee is a partnership, a dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in the Lessee shall be deemed an assignment of this Lease. The acceptance by

the City of the payment of rent following assignment or transfer shall not constitute any assignment or transfer.

3.23. Terms of Subleases. All subleases shall be submitted to the City for approval and shall meet the following requirements:

A. The sublease shall be consistent with and be subject to all the terms and conditions of this Lease;

B. The sublease shall confirm that if the terms of the sublease conflict with the terms of this Lease, this Lease shall control;

C. The term of the sublease (including any period of time covered by a renewal option) shall end before the Termination Date of the initial Term or any renewal term;

D. The sublease shall terminate if this Lease terminates, whether upon expiration of the Term, failure to exercise an option to renew, cancellation by the City, surrender or for any other reason;

E. The subtenant shall receive and acknowledge receipt of a copy of this Lease;

F. The sublease shall prohibit prepayment to the Lessee by the subtenant of more than one month's rent;

G. The sublease shall identify the rental amount to be paid to the Lessee by the subtenant;

H. The sublease shall confirm that there is no privity of contract between the subtenant and the City;

I. The sublease shall require removal of the subtenant's improvements and trade fixtures upon termination of the sublease; and

J. The subtenant's permitted use shall be within the Permitted Use authorized by this Lease.

3.24. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their heirs and assigns.

3.25. Employees and/or Agents. The employees or agents of the Lessee shall not be considered employees or agents of the Lessor.



3.26. Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

3.27. Dispute Resolution, Legal Fees and Costs. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Lease which cannot be resolved between the parties within a reasonable period of time, 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 party's expenses and reasonable attorney's fees.

In addition, the Lessee agrees to pay all of the Lessor's attorneys' fees and costs necessitated by the Lessee's failure to comply with any of the provisions of this Agreement, including but not limited to notices, legal fees and costs arising from third party actions against the Lessor arising from acts or omissions of the Lessee related to this Agreement. The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.

3.28. Time is of the Essence. Time is of the essence as to each and every provision of this Lease.

3.29. Discrimination Prohibited. The Lessee agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class (such as unmarried mothers or recipients of public assistance), in all activities relating to the Lessee's use of the Premises.

3.30. No Relationship. In no event shall the Lessor be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessee the agent or representative of the City for any purpose whatsoever.

3.31. Non-Waiver of Breach. The failure of either party to insist on 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.

3.32. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two

constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

3.33. Recordation. The City shall record this Lease at the Lessee's cost, with the Pierce County Auditor.

3.34. Modification. Any modification of this Lease must be in writing and signed by the parties. The City shall not be bound by any oral representations or statements.

#### SECTION IV - ENVIRONMENTAL LIABILITY/RISK ALLOCATION

##### 4.1. Environmental Liability/Risk Allocation.

A. Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.* and Washington's Model Toxic Control Act ("MTCA), RCW 70.105D.010 *et seq.*

B. Use of Hazardous Substances. Lessee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released or disposed of in, on, under or above the Property, except in accordance with applicable laws.

C. Current Conditions, Duty of Utmost Care and Duty to Investigate. The City makes no representation about the condition of the Property. Hazardous Substances may exist in, on, under or above the Property. With regard to any Hazardous Substances that may exist in, on, under or above the Property, the City disclaims any and all responsibility to perform investigations, or to review any City records, documents or files, or to obtain or supply any information to the Lessee.

The Lessee shall use the utmost care with respect to both Hazardous Substances in, on under or above the Property, and any Hazardous Substances that come to be located in, on, under or above the Property during the term of this Agreement, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this subsection includes, but is not limited to:

1. Lessee shall not undertake any activities that will cause, contribute to or exacerbate contamination on the Property;
2. Lessee shall not undertake any activities that damage or interfere with the operation of remedial or restoration activities on the Property or undertake activities that result in human or environmental exposure to contaminated sediments on the Property;
3. Lessee shall not undertake any activities that result in the mechanical or chemical disturbance of on-site habitat mitigation;
4. If requested, the Lessee shall allow reasonable access to the Property by employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, or other similar environmental agencies; and
5. If requested, the Lessee shall allow reasonable access to potentially liable or responsible parties who are the subject of an order or consent decree which requires access to the Property. The Lessee's obligation to provide access to potentially liable or responsible parties may be conditioned upon the negotiation of an access agreement with such parties, provided that such agreement shall not be unreasonably withheld.

It shall be the Lessee's obligation to gather sufficient information concerning the Property and the existence, scope and location of Hazardous Substances on the Property, or adjoining Property, that allows the Lessee to effectively meet its obligations under this lease.

**D. Notification and Reporting.** The Lessee shall immediately notify the City if the Lessee becomes aware of any of the following:

1. A release or threatened release of Hazardous Substances in, on, under or above the Property, any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Property;
2. Any problem or liability related to, or derived from, the presence of any Hazardous Substance in, on, under or above the Property, any adjoining property subject to use by the Lessee in conjunction with its use of the Property;
3. Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Property, any adjoining property or any other property subject to use by the Lessee in conjunction with its use of the Property;



4. Any lien or action with respect to any of the foregoing; or

5. Any notification from the U.S. Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property. Upon request, the Lessee shall provide the City with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns associated with the Property, and which were prepared for the Lessee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System Permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development Permit.

4.2. Indemnification - Hazardous Substances.

A. The Lessee shall fully indemnify, defend and hold the City harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, clean-up costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

1. The use, storage, generation, processing, transportation, handling or disposal of any Hazardous Substance by the Lessee, its subtenants, contractors, agents, employees, guests, invitees or affiliates in, on, under or above the Property, any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Property, during the Term of this Lease or during any time when the Lessee occupies or occupied the Property or any such other property;

2. The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination, in, on, under or above the Property, any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Property, which release, threatened release, or exacerbation occurs or occurred during the Term of this Lease or during any time when the Lessee occupies or occupied the Property or any such other property, and as a result of:

- (i) Any act or omission of the Lessee, its subtenants, contractors, agents, employees, guests, invitees or affiliates; or,
- (ii) Any foreseeable act or omission of a third party unless the Lessee exercised the utmost care with respect to the foreseeable acts or omissions of the third party and the foreseeable consequences of those acts or omissions.

3. In addition to the indemnifications provided in this Section, the Lessee shall a fully indemnify the City for any and all damages, liabilities, costs or expenses (including attorney's fees and disbursements) that arise out of or are in any way related to the Lessee's breach of the obligations of this Section. This obligation is not intended to duplicate the indemnity provided within this Section, and applies only to damages, liabilities, costs or expenses that are associated with a breach of this Section and which are not characterized as a release, threatened release, or exacerbation of Hazardous Substances. This Indemnification Section shall survive termination or expiration of this Lease Agreement.

4.3 Cleanup. If a release of Hazardous Substances occurs in, on, under or above the Property, or any other City-owned property, arising out of any action, inaction, or event described or referred to in Section 3.14 above, the Lessee shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. The Lessee's obligation to undertake a cleanup under this Section 3.15 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards. The Lessee shall also be solely responsible for all cleanup, administrative and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in Subsection 3.14 above. The Lessee may undertake a cleanup pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that: (1) any cleanup plans shall be submitted to the City for review and comment at least thirty (30) days prior to implementation (except in emergency situations), and the Lessee must not be in breach of this lease. Nothing in the operation of this provision shall be construed as an agreement by the City that the voluntary cleanup complies with any laws or with the provisions of this Lease.

4.4. Sampling by City. Reimbursement and Split Samples.

A. The City may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Property at any time to determine the existence, scope or effects of Hazardous Substances on the Property, any adjoining property, any other property subject to use by Lessee in conjunction with its use of the Property, or any natural resources. If such tests, along with any other information, demonstrates the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described to referred to in Section 3.14 or 3.15 above, the Lessee shall promptly reimburse the City for all costs associated with such tests.

B. The City's ability to seek reimbursement for any tests under this Section shall be conditioned on the City providing the Lessee with written notice of

its intent to conduct any tests at least thirty (30) calendar days prior to undertaking such tests, unless such tests are performed in response to an emergency situation in which case the City shall only be required to give such notice as is reasonably practical.

C. The Lessee shall be entitled to obtain split samples of any test samples obtained by the City, but only if the Lessee provides the City with written notice requesting such samples within twenty (20) calendar days of the date the Lessee is deemed to have received notice of the City's intent to conduct any nonemergency tests. The additional cost, if any, of split samples shall be borne solely by the Lessee. Any additional costs incurred by the City by virtue of the Lessee's split sampling shall be reimbursed to the City within thirty (30) calendar days after a bill with documentation for such costs is sent to the Lessee.

D. Within thirty (30) calendar days of a written request (unless otherwise required pursuant to Subsection 4.4(B) above, either party to this Lease shall provide the other party with validated final data, quality assurance<sup>1</sup> quality control information, chain of custody information, associated with any tests of the Property performed by or on behalf of the City or the Lessee. There is no obligation to provide any analytical summaries of expert opinion work product.

4.5. Reservation of Rights. The parties have agreed to allocate certain environmental risks, liabilities, and responsibilities by the terms of Sections 3.13, 3.14, 3.15 and 3.16. With respect to those environmental liabilities covered by the indemnification provisions of Section 3.14, the parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under, or above the Property, any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Property, that either party may have against the other under federal, state or local laws, including but not limited to, CERCLA, MTCA, and the common law. No right, claim, immunity or defense either party may have against third parties is affected by this Lease and the parties expressly reserve all such rights, claims, immunities and defenses. The allocations of risks, liabilities and responsibilities set forth above do not release either party fro, or affect either party's liability for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20078.



LESSOR:  
CITY OF GIG HARBOR

LESSEE:

BY \_\_\_\_\_  
CHARLES L. HUNTER, Mayor

\_\_\_\_\_  
PHILIP T. STANLEY

ATTEST:

\_\_\_\_\_  
MOLLY M. TOWSLEE, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CAROL A. MORRIS, City Attorney

State of Washington        )  
  ss.  
County of Pierce            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20078, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles L. Hunter, to me known to be the Mayor of the City of Gig Harbor, a Washington municipality, that he executed the foregoing instrument( and acknowledged that the said instrument to be the free and voluntary act and deed of said municipality, for the uses and purpose therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand an official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
NOTARY PUBLIC for the State of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

State of Washington        )  
  ss.  
County of Pierce            )

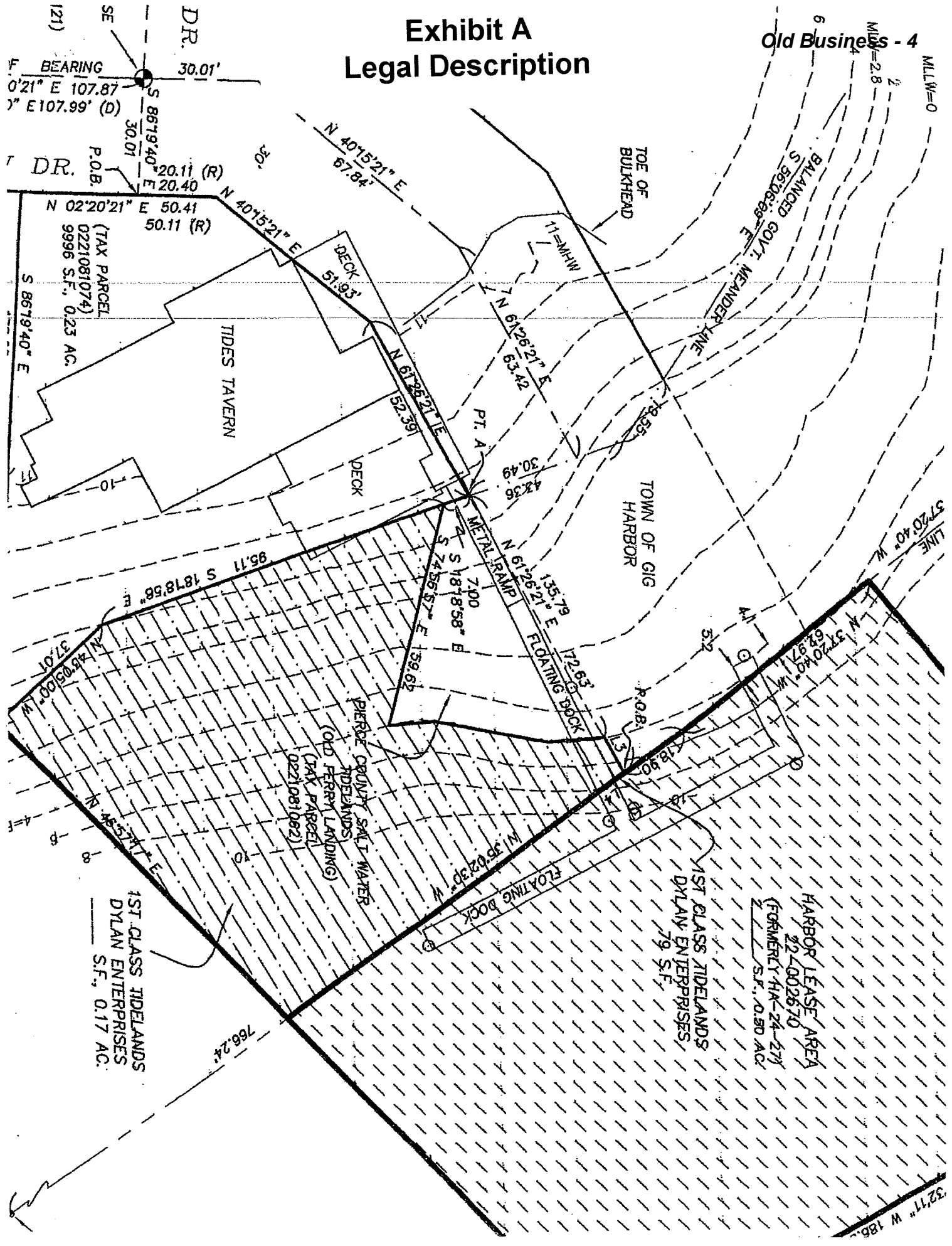
On this \_\_\_\_\_ day of \_\_\_\_\_, 20078, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, that he executed the foregoing instrument, and acknowledge that the said instrument to be the free and voluntary act and deed of said organization, for the uses and purpose therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand an official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
NOTARY PUBLIC for the State of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# Exhibit A Legal Description

Old Business - 4



BEARING  
 0°21' E 107.87  
 7° E 107.99' (D)

DR. P.O.B.  
 S 8679.40' E 20.40  
 20.11 (R)  
 30.01

DR. (TAX PARCEL  
 0221081074)  
 9996 S.F., 0.23 AC.  
 N 02°20'21" E 50.41  
 50.11 (R)

S 8679.40' E  
 TIDES TAVERN  
 DECK 51.93'

DECK  
 N 61°26'21" E 63.42  
 N 61°26'21" E 63.42  
 11-MHW  
 18.95'

PT. A  
 N 61°26'21" E 63.42  
 30.49  
 43.36  
 S 74°56'57" E 59.65  
 S 18°18'58" E 95.11  
 S 187.858' E 7.00  
 N 61°26'21" E 135.79  
 172.65'

METAL RAMP  
 N 61°26'21" E 135.79  
 172.65'  
 TOWN OF GIG HARBOR  
 BALANCED GOVT. MEANDER LINE  
 S 56°06'08" E

PIERCE COUNTY SALT WATERS  
 TIDELANDS  
 (OLD FERRY LANDING)  
 (TAX PARCEL  
 0221081082)

1ST CLASS TIDELANDS  
 DYLAN ENTERPRISES  
 S.F., 0.17 AC.  
 N 45°05'00" W 37.01'  
 N 45°05'00" W 37.01'

766.24'  
 N 37°20'40" W 52.971'  
 N 37°20'40" W 52.971'  
 N 37°20'40" W 52.971'  
 N 37°20'40" W 52.971'

3271" W 188.5'

HARBOR LEASE AREA  
 22,002,670  
 (FORMERLY HK-24-27)  
 S.F., 0.80 AC.

1ST CLASS TIDELANDS  
 DYLAN ENTERPRISES  
 79 S.F.

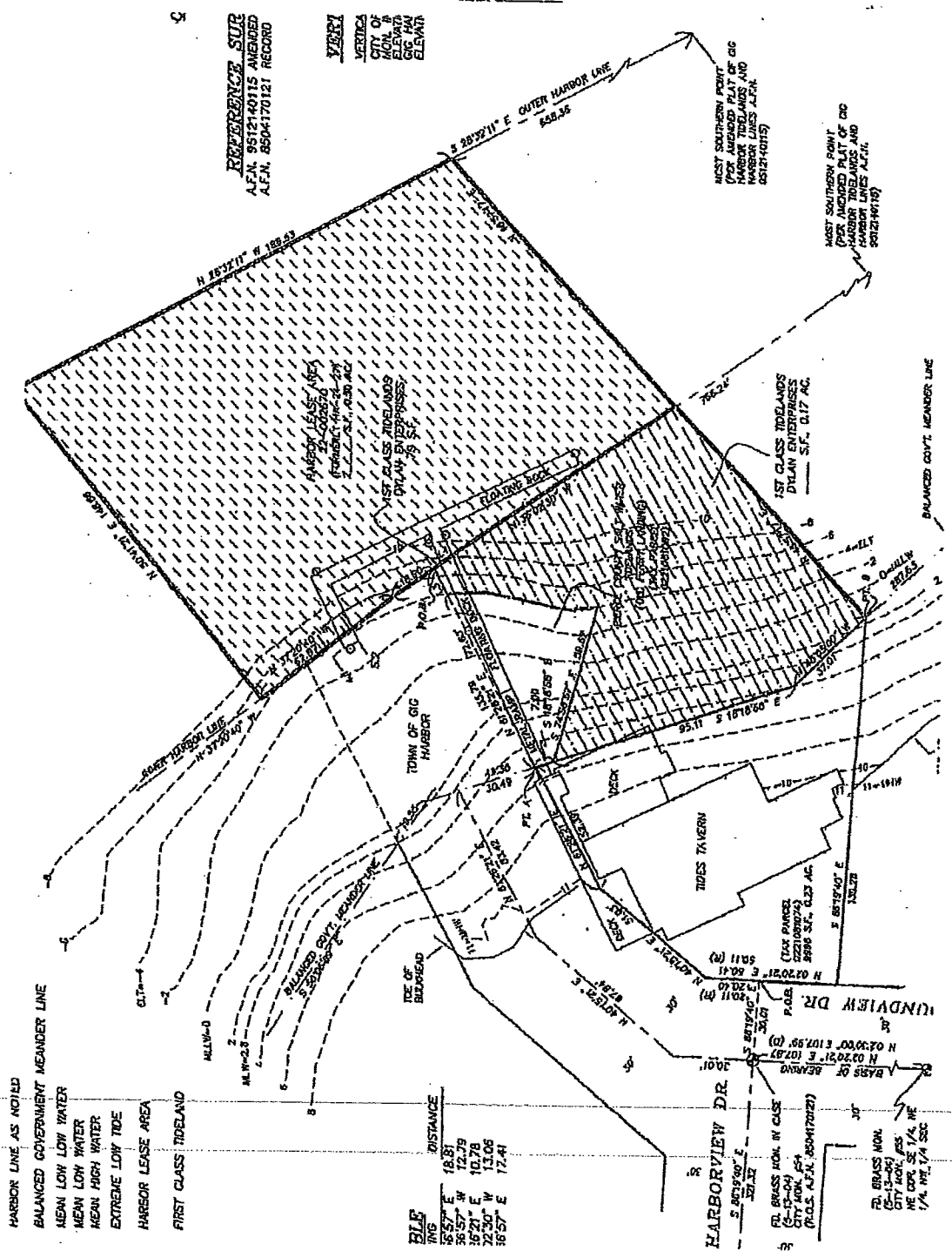
MILLW=0

MILLW=2.8

LINE  
 37°20'40" W

3271" W 188.5'





HARBOR LINE AS NOTED  
 BALANCED GOVERNMENT MEANDER LINE  
 MEAN LOW WATER  
 MEAN HIGH WATER  
 EXTREME LOW TIDE  
 HARBOR LEASE AREA  
 FIRST CLASS TIDE LAND

BLK	DISTANCE
18.87	E
36.57	W
36.21	E
22.30	W
36.57	E

REFERENCE SUR  
 A.F.N. 9512140115 AMENDED  
 A.F.N. 8504170121 RECORD

VERTICAL  
 CITY OF  
 HONOLULU  
 C.G.C. HAU  
 ELEVATION

MOST SOUTHERN POINT  
 (FOR ANCHORED PLAT OF CG  
 HARBOR TIDELANDS AND  
 HARBOR LINES A.F.N.  
 8512140115)

MOST SOUTHERN POINT  
 (FOR ANCHORED PLAT OF CG  
 HARBOR TIDELANDS AND  
 HARBOR LINES A.F.N.  
 8512140115)

FIRST CLASS TIDE LANDS  
 DULAN ENTERPRISES  
 57.5 AC. 017 AC.

BALANCED GOVT. MEANDER LINE

HARBORVIEW DR.  
 (TAX PARCEL  
 222109074)  
 8898 S.F. 0.23 AC.

FD. BRASS MON.  
 CITY MON.  
 ME. C.P.S. SE 1/4 NE  
 1/4 ME. 1/4 SEC

4

owned aquatic lands adjacent to the Property from any of Lessee's activities related to Lessee's occupation of the Property. All obligations imposed by this Section on Lessee to cure any violation of the prohibited activities in this Section shall also extend to City or state-owned aquatic lands adjacent to the Property when the violation arose from the Lessee's activities related to Lessee's occupation of the Property.

Lessee shall use the Premises only for the purposes and activities identified herein. The use of the Property by the Lessee shall not be of a religious or partisan political nature. Such use shall be made in a responsible and prudent manner continuously during the terms of the Lease. Lessee shall not use or permit the Property, or any part thereof, to be used for any purposes other than those set forth herein. Lessee shall neither permit on the Property any act or storage that may be prohibited under standard forms or fire insurance policies, nor use the Property for any such purpose.

Lessee shall not permit any waste, damage or injury to the Property, use the Property for anything that will increase the rate of insurance, maintain anything on the Property that may be hazardous to life or limb, permit any objectionable odor, permit anything to be done on the Property or use the Property in any way tend to create a public or private nuisance, or use or permit the Property to be used for lodging or sleeping purposes.

3.3. Conformance with Laws. The Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Property.

3.4. Terms of Lease and Options to Renew. This lease shall be for a term of five (5) years after the date this Lease is signed by both parties, with three (3) five (5) year options to renew. Ninety (90) days prior to the expiration date of this Lease or any renewal, the Lessee may furnish a written notice of intent to renew this Lease to the Lessor. If the Lessor receives a timely written notice of intent to renew this Lease, the parties may enter into a new Lease for another five (5) years, the terms of which may be adjusted with respect to the rent not to exceed three (3%) pre annum. If the Lessor does not receive a timely written notice of intent to renew, this Lease shall expire. Lessee shall not be entitled to renew this Lease if it is in default under the terms of this Lease at the time the option to renew is exercised. Upon the expiration or termination of this Lease (or any extended term), the Lessee shall surrender the Property to the City.

3.5. Hold Over. If the Lessee remains in possession of the Property after the Termination Date, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days' notice. The monthly rent during the holdover shall be the same rent which would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms. If the City provides notice to vacate the Property in anticipation of the termination of this



Subject: Update on proposed Canterwood Road Improvements and Closure

Proposed Council Action: Informational item only.

Dept. Origin: Public Works Department

Prepared by: David Stubchaer
Public Works Director

For Agenda of: June 9, 2008

Exhibits: Public Outreach Letter

Concurred by Mayor: [Signature] 6/6/08
Approved by City Administrator: [Signature] 6/6/08
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head: [Signature] 6/6/08

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

Prior to the new St. Anthony Hospital's planned opening in February, 2009, improvements are planned to be made to Canterwood Blvd. The nature of the improvements, which include retaining walls, a fish-friendly culvert, and raising the grade of the road up to 5 ft. required that the road be closed for up to 3 months. Beyond the 3 months, closures may occur intermittently until the project is complete which is anticipated to be by year's end.

The closure of Canterwood Blvd. will undoubtedly impact the surrounding areas. Many different alternatives to closure were explored before finally recommending a complete closure.

In early May of this year, approximately 2,300 letters (Exhibit) were delivered to area residents and businesses informing them of the planned closure. Notices will also be published in the newspaper and signs posted in the vicinity of the closure to inform the public of the closure, as well as periodic construction project updates on the City's website.

Detours will be required during the closure of Canterwood Blvd. to accommodate the traffic that would otherwise normally use the road. The City has been examining ways to minimize the impacts to users of Canterwood Blvd. and detour routes:

- 1. Signal timing at Purdy Spit. Some traffic uses Canterwood Blvd. to bypass Hwy 302 and the left turn congestion at the Purdy spit. Through discussions with the Washington State Department of Transportation, the signal timing at the Purdy spit will



be adjusted during the closure of Canterwood Blvd. to try to reduce the impact of the temporary changes in the traffic pattern at the Purdy spit bridge intersection.

2. Possible Interim Traffic Signal at 144<sup>th</sup> & 54<sup>th</sup>. One of the detour routes will take traffic that normally would go north on Canterwood from Borgen over to Peacock north to 144<sup>th</sup>. Additional traffic on 144<sup>th</sup> may impact the intersection with 54<sup>th</sup>. The City is working with Pierce County to see if an interim traffic signal can be installed at the intersection to help reduce the impacts to the intersection.
3. Emergency services. Currently, fire station No. 58 (located at 10302 Bujacich Rd. N.W.) normally serves the Canterwood area. Fire station No. 56 (located at 5210 144<sup>th</sup> Street NW), a volunteer station, will be staffed around the clock with 2 emergency personnel when Canterwood Blvd. is not accessible by emergency service vehicles in order to continue to provide emergency services to the area.
4. 24-hour, 7 days per week construction operations. In order to minimize the time that Canterwood Blvd. is closed, as well as shorten the overall length of the project, the contractor will be allowed to work around the clock, 7 days per week.

The City began advertising for the construction of the Canterwood Blvd. improvements on June 4, with the bid opening planned for June 25. Construction is planned to start in early August, and be finished before years end.

In summary, the Canterwood Blvd. improvements are a major project that will have impacts to the surrounding community, but the City is taking steps to keep the public informed, and work with other departments and stakeholders to minimize the impacts.

**FISCAL CONSIDERATION**

None with this informational item.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

None with this informational item.

## Exhibit



May 6, 2008

Dear Gig Harbor North Residents and Businesses:

Beginning in August of this year, major construction will begin on Canterwood Boulevard. The project will include widening the road and installing a large, fish-friendly culvert. This \$3 million project will improve traffic safety, flow, and capacity in anticipation of the new St. Anthony Hospital opening.

For the reasons listed below, I am recommending to the Mayor and City Council that Canterwood Boulevard, from the hospital south to the roundabout, be temporarily closed. This proposed closure will likely begin in early August of this year and will remain in effect for up to three months. Beyond the three months, closures may occur intermittently until the project is completed by year's end.

While this recommendation is certainly not a pleasant one, the alternative of keeping the road open during construction is even less attractive. We have been brainstorming with engineering firms, contractors, the State Department of Transportation, and stakeholders on how best to proceed with new Canterwood Boulevard widening improvements given all of our constraints (geography, schedule, environment, etc.). We came to the consensus that closing Canterwood Boulevard for up to three months would be the most feasible, fastest, and least obtrusive way to construct the road.

The main reasons I will be making this recommendation are as follows:

- **Culvert Installation Logistics.** State and Federal agencies require the City to install a large, fish friendly culvert for the stream which flows under the road. This will be a large structure, and the logistics of keeping the road open during installation will be next to impossible. In addition to installing the structure, we will have to raise the grade of the road 3-5 feet to compensate for the fish-friendly culvert structure.
- **"Fish Window."** State and Federal environmental regulations will only allow a short period of culvert construction ("Fish Window") on this particular fish-bearing stream. The contractor will only have about a 45-day fish window, from approximately August 1<sup>st</sup> to mid September, to install the culvert before the fish window closes.
- **Hospital Opening Schedule.** We are doing all we can to NOT have Canterwood Boulevard still under construction when the Hospital opens for business in February 2009. This road closure will speed up the construction schedule and help us stay on track to be complete ahead of the hospital opening.
- **Traffic Congestion.** Traffic congestion at the roundabout/freeway interchange will be unacceptable if we keep the road open. Experience from previous construction and utility work along this stretch of road indicates that traffic promptly backs up into the roundabout when one-lane closures occur. One-lane closures would be constant if we kept the road open, and roundabout traffic (and therefore the freeway off-ramp and Borgen traffic) would be adversely affected.
- **Weather.** The project requires as much of the road to be constructed before the rainy season arrives.

We explored other alternatives, such as building a temporary road to go around the construction, but we are bound by wetlands and a lack of space. We will be working with Washington State Department of Transportation, the Fire District, School District, Pierce County, and other agencies

and stakeholders to minimize the impact of this closure, provide the safest and easiest alternate routes, and get the road back open as soon as possible. We have been coordinating with the Fire District in particular to explore when/if emergency vehicle only access will be available, as well as other options that will minimize the project's impact to emergency response times.

My recommendation will be brought forward to the Mayor and City Council at the City Council meeting on June 9<sup>th</sup> at 6:00 p.m. in the Gig Harbor Civic Center (3510 Grandview Street). This meeting is open to the public, and you are invited to attend to gain more information.

In the meantime, please do not hesitate to contact us if you have questions or suggestions. In the near future we will have information posted on our web site ([cityofgigharbor.net](http://cityofgigharbor.net)) that will show more detailed project information, proposed alternate routes, etc.

We know this closure will be difficult and inconvenient, but the end product will result in a much safer, accessible, and environmentally friendly boulevard.

Sincerely,

A handwritten signature in black ink that reads "Rob Karlinsey". The signature is written in a cursive, flowing style.

Rob Karlinsey  
City Administrator  
(253) 851-8136  
[www.cityofgigharbor.net](http://www.cityofgigharbor.net)





RECEIVED  
**New Business - 1**  
JUN - 5 2008  
CITY OF GIG HARBOR

June 4, 2008

Rob Karlinsey, City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**RE: PROPOSED CANTERWOOD BLVD CLOSURE**

Dear Mr. Karlinsey:

I am writing in regard to the planned June 9<sup>th</sup> meeting of the Gig Harbor City Council at which you will make recommendations dealing with the construction project on Canterwood Boulevard. In your letter of May 6<sup>th</sup> received by residents in our community you indicated that you will recommend the complete closing of Canterwood Boulevard for a period of up to three months while widening and bridge construction takes place.

The Canterwood Homeowners Association has serious concerns about this concept, as you may imagine, and we wish to let you know that we will have representatives of the Association at the Council meeting. We also wish to let you know the nature of some of our concerns and questions, and offer some suggestions that may be helpful.

First, there appears to be no precedent in Gig Harbor for the total closing of an arterial for such a length of time. The impact will be enormous, as there are currently only three two-lane roads serving the population north of Borgen Boulevard and this would remove one of them. Impacts will likely include huge traffic jams in the afternoon on the off ramp to Purdy from SR 16 with vehicles stopped on the freeway. That produces the potential for injury collisions. There will be major congestion in the many roundabouts on Borgen. The only staffed fire and medic station that is first-due in this area is situated west of SR 16 and apparatus responding to our area will be forced into detours that will add unacceptable delays to their response time. And of course the Peninsula School District busses will be affected.

We are certainly not fish experts but question at this point the need for the "fish friendly" culvert. It has been suggested by some, that the fish apparently noted in a study may have come from the pond that Canterwood stocks annually and not from Puget Sound stocks. This bears further investigation. If it were to turn out that a special culvert cannot be justified it probably would result in not only cost savings but reduced need for a road closure of any length.

While we understand the need to do construction during various "windows" we wonder whether the most difficult parts could be accomplished quickly, keeping any closure to a minimum. Some other thoughts include building a temporary lane, even if it is just a gravel surface, to route traffic around the majority of the construction work. This could be used on weekday mornings as a one-way, southbound lane, that in

**4026 Canterwood Drive NW, Suite A, Gig Harbor, WA 98332**

**Website: [www.canterwood.org](http://www.canterwood.org)**

**(253) 851-6158 (253) 851-1685-Fax**

the evening commute hours would become northbound one-way. That would alleviate the backup onto the Borgen/Canterwood roundabout. Another, possibly less useful, option would be to use a pilot car leading traffic alternately in both directions.

During the duration of any shutdown, regardless of its length, Canterwood HOA will incur additional costs due to the need to staff the Peacock Hill entrance/exit that is expected to experience a much higher than normal traffic volume. These costs are estimated to be approximately \$4500 per month, and we have no provision in our budget for them. We would appreciate talking with the City about possible reimbursement of these expenses.

We look forward to working with you, the Council and staff to further explore the possibilities available for mitigation of the road project's impacts.

Best regards,

A handwritten signature in blue ink, appearing to read "Dennis Loewe", with a long horizontal flourish extending to the right.

Dennis Loewe, President



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

**Subject:** Gig Harbor Arts Commission  
- Public Art at the Bogue Viewing Platform

**Dept. Origin:** City of Gig Harbor Arts Commission (GHAC)  
**Prepared by:** Robert Sullivan, Chair

**Proposed Council Action:** Approval of the proposed public art concept and authorization to begin the city's public art procedural policy by presenting this proposal and stakeholder's questionnaire to the Parks Commission, Design Review Board, and Operations & Public Projects Committee at their next regular meeting(s).

**For Agenda of:** June 9, 2008

**Exhibits:** Site Map, Stakeholder Forms, GHAC minutes

Initial & Date

**Concurred by Mayor:** CLH 6/5/08  
**Approved by City Administrator:** PKK 6/3/08  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** JP 6/3/08  
**Approved by Department Head:** RS 6/3/08

Expenditure	Amount	Appropriation
Required \$25,000 (estimate)	Budgeted \$140,000.00	Required 0

**INFORMATION / BACKGROUND**

An objective of the adopted 2008 budget authorizes the GHAC to recommend and procure public art within the City of Gig Harbor. On behalf of the City of Gig Harbor, the GHAC would like to honor the Scandinavian heritage and community of Gig Harbor by placing a public art piece at the Bogue Viewing Platform. Following procedural policy (see attached communication flowchart and stakeholder's questionnaires), the GHAC will publish a Request for Proposals after stakeholder's comments and concerns are reviewed. A Call to Artists may be submitted by mid-summer. It is imperative that the artist take into consideration the historic merit of the Finholm District and consider spending research time with the Gig Harbor History Museum and local Scandinavian/Nordic historians.

The GHAC met with Linda Caspersen-Andresen, a member of the Scandinavian/Nordic group, who provided an artistic and historical background of the Scandinavian/Nordic Gig Harbor community (see attached GHAC minutes).

**Location:** The artist will be encouraged to look at the entire space at the Bogue Viewing Platform and not be limited to a specific location within the viewing platform. Some areas of the viewing platform may present security and vandalism problems. **The site recommended by the Gig Harbor Arts Commission is the enclosed large landscape planting box on the**



**west side with potentially smaller and related works in one or more of the other landscape planting boxes.** Landscape plantings will be incorporated into the site (see attached site map).

**Materials:** Typically Scandinavian artistic medium, such as ceramic tiles, fused glass, open metal work and/or carved wood, are suggested. The Scandinavian culture also has a history of woven textiles; possibly one of the above medium could be fashioned to represent a woven surface.

**Colors:** Traditional Scandinavian/Nordic colors of blue and yellow will allow the work to stand out in a small space.

**Size:** Height and scale should be considered to avoid the art work from becoming a dominate center-piece rather than an enhancement of the waterfront park. Without obstructing the views, the work should be viewable from the sidewalk, street, and possibly the water side.

**FISCAL CONSIDERATION**

**Budget:** \$25,000, all inclusive, to include research, design fabrication, lighting, installation, landscaping and documentation. This estimate may vary somewhat depending on the proposal and work provided by the city, such as concrete work, lighting and landscaping.

Current funds are available for the requested procurement of public art as anticipated in the adopted 2008 Budget and identified under the Public Art Capital Projects Fund.

**BOARD OR COMMITTEE RECOMMENDATION**

Pending Council direction.

**RECOMMENDATION / MOTION**

Approval of the proposed public art concept and authorization to begin the city's public art procedural policy by presenting this proposal and stakeholder's questionnaire to the Parks Commission, Design Review Board, and Operations & Public Projects Committee at their next regular meeting(s).





# CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES


City of Gig Harbor Art Commission  
(Name of Committee, Board, Task Force, Commission)

Date: March 11, 2008 Time: 7:00 p.m. Location: Engineering/Operations Conf Rm Scribe: Maureen Whitaker

**Commission Members and Staff Present:** Bob Sullivan, Betty Willis, Carolyn Scott Arnold, Mary Rae Lund, Dale Strickland, Ron Carson, Karen Peck, Michael Jones, and Maureen Whitaker, Assistant City Clerk

**Excused:**

**Others present:** Linda Caspersen-Andresen, Nordic Scandinavian Group; Rob Karlinsey, City Administrator

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>New Business:</b>		
1. a. Linda Caspersen-Andresen  	<p>Ms. Caspersen-Andresen presented information on the influences of the Nordic - Scandinavian community in Gig Harbor.</p> <p>Swedish, Swede-Fin, and Norwegians are the three groups that settled in Gig Harbor. Ms. Caspersen-Andresen did not know of any Icelandic or Danish people that settled here. She described the differences of the Scandinavians and Nordic people:</p> <p><b>Scandinavian</b> refers to Norwegians, Swedes and Danes.</p> <p><b>Nordic:</b> refers more to an ethnic group of people. They were located in northern Europe including Norway, Sweden, Finland and Iceland. The Nordic people also lived in Ireland, England, Germany (see areas in "red" on the attached map).</p> <p><b>Saami:</b> Indigenous people to Norway, Sweden, Finland, and Russia, much like our indigenous Native Americans. Their artwork is quite similar to the Native Americans.</p> <p><b>Swede-Fin:</b> Another important group that live in Gig Harbor, such as the Finholm family. A Swede-Fin is a person who is Finnish but speaks Swedish because they came from the Swedish speaking area of Finland. Finland had a lot of Russian influence also.</p> <p>There is much controversy amongst certain Nordic groups such as between the Icelanders and the Danes, between the Swedes and the Norwegians, and between the Fins and the Swedes. This has to do with historic border disputes that still exist today. All five of these groups are greatly represented in King, Pierce, Kitsap Counties and surrounding areas. Ms. Caspersen-Andresen further stated that the</p>	






Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Nordic Heritage Museum in Seattle is the only museum in the U.S. that encompasses all five of these groups.</p> <p><b>Immigration to the U.S.:</b> These three groups came in the mid to late 1800's and immigrated through Ellis Island and Canada. Many ended up in the Midwest and eventually migrated to the Northwest. They came to the states and Canada for better opportunities and most of the immigrants were farmers, fishermen, and loggers.</p> <p><b>Customs, traditions, values, morals and ethics:</b> They brought their food specialties and language. Much of the language was lost because the people wanted to immerse into the American culture and refused to speak their native language.</p> <p>Folklore, storytelling and superstitions were a very important part of their culture.</p> <p>Mythical Characters were part of their culture however the Vikings were more of a Norway, Iceland and Denmark influence – not considered “Scandinavian.”</p> <p><u>Music, instrumental and voice:</u> Through the voice came storytelling of their people. Music has been so important because as a general rule, nothing was written down; it was all passed on by ear. It has only been within the past few years that the stories have been written down.</p> <p><b>Six Traditional Art forms:</b></p> <ol style="list-style-type: none"> <li>1) <u>Painting.</u> Two different types = classics and folk painting. Folk is a decorative type of painting traditionally done on wood, leather, and fabric.</li> <li>2) <u>Metal.</u> Wrought iron work is very popular and considered a prestigious craft. Sculpted pieces. Jewelry such as silver, gold, bronze and wire work. Wire work is considered more Icelandic. Statues are important to the culture. If someone was to study clothing, they would study the “statues” first.</li> <li>3) <u>Wood / 3 categories.</u> Carving; Turned wood; Shipbuilding.</li> <li>4) <u>Glass.</u> Fused or blown.</li> <li>5) <u>Clay.</u> Tiling; Dishes; Sculpting.</li> <li>6) <u>Textiles.</u> Netting or knotting was very important to the fishing industry; weaving; embroidery; traditional costumes. The only Nordic country that does not have a traditional costume is Iceland.</li> </ol>	
	<p><b>RECOMMENDATIONS</b></p> <p>The GHAC would like to represent the Scandinavian/Nordic families in Gig Harbor and their influence.</p> <p>The best location to place this art is at</p>	

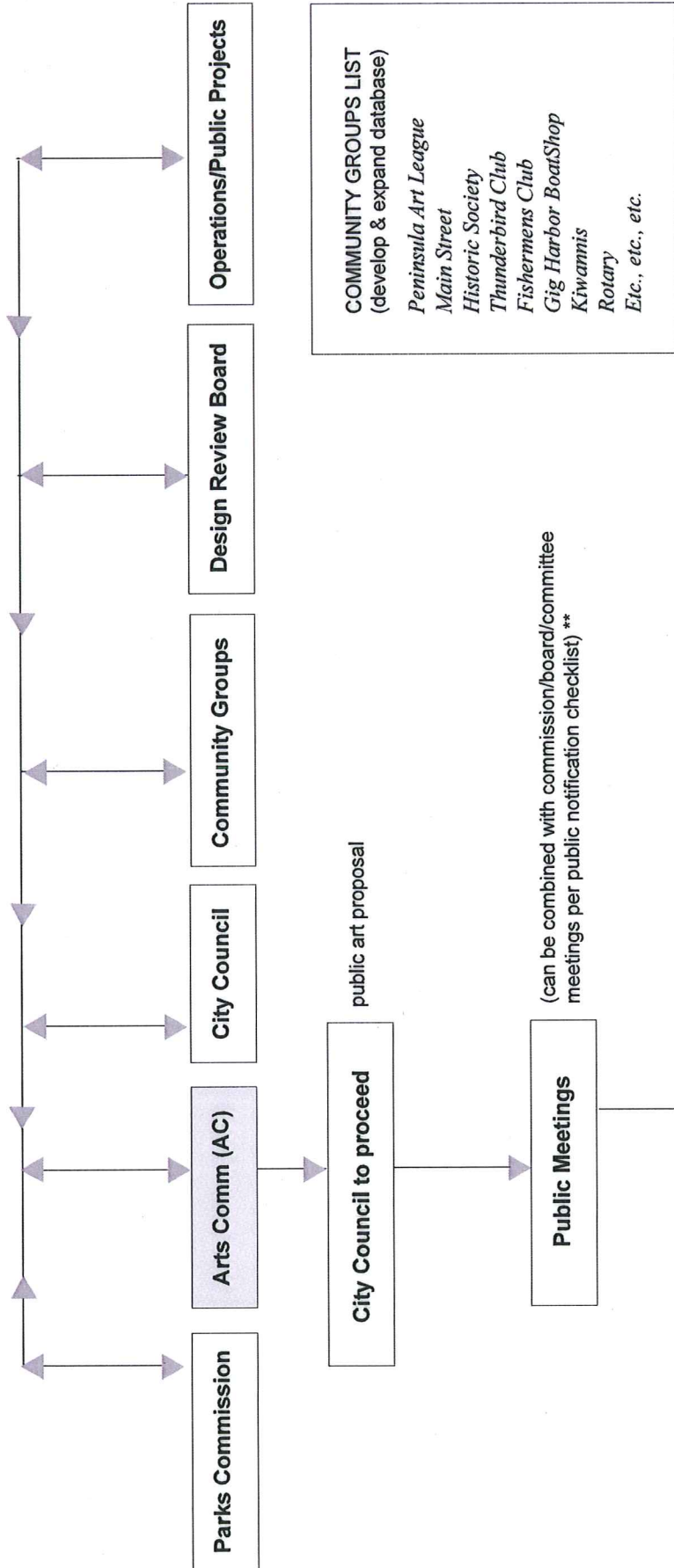
Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
		<p>the Bogue Viewing Platform.                      There was a suggestion to have a motion powered device that would share stories as you walked up to the area.                      Marvin Petersen has a great deal of knowledge and photos (was unable to attend). Possibly worth talking to.                      For Call to Artists: Important to have a good screening committee to ensure that the art is proper and not offensive. There is a Scandinavian Cultural Center at PLU that could provide an expert as well as selecting members of the community.                      Mr. Caspersen-Andresen stated that many artists have misrepresented the true folk art.                      Materials need to be weather resistant and hold up in the wind and salt water.                      Metal, glass, wood and clay are good outdoor materials and textiles could be represented through these mediums.                      Ms. Caspersen-Andresen was asked what she recommended. She replied: a "Fiord horse with a bride and groom led by the fiddler." She smiled brightly as she offered her recommendation.</p>
<p>1.b(i) Rob Karlinsey: Presenting the second draft of the Public Art Placement Request – Flow Chart and Checklist</p>	<p><u>Flow Chart and Committee/Board Checklist.</u> The development of these communication documents is to help bring predictability to the process.</p>	<p>Minor revisions to the forms were discussed and will be implemented.                      Mr. Karlinsey gave an example of a Call to Artists process: 1) Give Council a "heads up". Tell them that you are going to do a Call. This would be done in a committee report. Tell them your plan for the process and have Council "bless" the</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p>1.b(i) Rob Karlinsey: Presenting the second draft of the Public Art Placement Request – Art in Public Places</p>	<p><u>Art in Public Places form.</u> The purpose of this form is to garner input from the city's boards, commissions, council and the public as to what they would like to see in terms of public art and location. Mr. Karlinsey explained that this information should be taken into consideration when planning the annual work plan for the budget.</p>	<p>process. Once the GHAC has Council's decision on the record, consider the project ready to move forward. Have a member from each city committee/board and a community member on the selection committee. Allow them to have input. There was also discussion about having a Council member on the selection committee.</p> <p>It was suggested that the GHAC do a community outreach with a story in the Gateway that spot lights two items:</p> <ol style="list-style-type: none"> <li>1) The city's art portfolio.</li> <li>2) Request for community input.</li> </ol> <p>The Art in Public Places form could be published in the Gateway.</p> <p>The GHAC should hold two community forums in a workshop setting. This event should be heavily publicized. The GHAC should take the lead but city staff will do all the support work including publicizing by Laureen Lund. Dates will need to be determined well in advance of the forums.</p>
<p>II. New Commissioners a. Election of Officers</p>	<p>This item was tabled until the next meeting.</p>	<p>Mr. Karlinsey suggested that a City Council worksession be scheduled for April 14<sup>th</sup> to discuss the Flow Chart, Checklist and Art in Public Places forms; Percent for Art; and Public Forum.</p>
<p>II. New Commissioners b. Application for New Commissioners</p>	<p>Discussion regarding recruiting new commissioners. New application forms were distributed and discussed.</p>	<p>The City Council Board/Commission Interview Panel and Mayor Hunter will review applications from perspective applicants and forward their</p>



Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
III. Torrens Public Art Update	Commission Chair Sullivan gave an update on the status of the placement. There was no consensus at the last Parks Commission meeting. There was some contention about placing the artwork on the sidewalk area due to the annual Chum Festival.	recommendations to Maureen to set up interviews with the Council committee, the Mayor and the GHAC Chair. The Parks Commission Chair recommended that Commission Chair Sullivan meet with Nick Tarabochia, Lita Dawn Stanton and Mayor Hunter at the Donkey Creek site to discuss final placement.
IV. Bogue Viewing Platform	Mr. Sullivan discussed some options for honoring the Scandinavian heritage and placement at this site. A new site map was distributed.	Commission Chair Sullivan was not in favor of this recommendation. No action taken at this time.
Motion for adjournment: Carson/Jones - unanimously approved. 9:50 p.m. Respectfully submitted,  Maureen Whitaker		

**PUBLIC ART PLACEMENT REQUESTS**



(update affected commission/board/committee)

(approval to proceed, proceed with changes or denial)

(initiate call, advertise, continued project pr)

**\*\* NOTIFICATION CHECK-LIST**

- Special Interest Stories - 4 week lead-time
- City Marketing Director - set appointment
- Gig-A-Byte - monthly update
- City Website - weekly update
- G H Matters Newsletter - qtrly publication
- Gateway Public Notice - weekly (Fri prior)
- Paid Ad - weekly (Fri prior)
- Flyers - in-house / 1 week lead-time
- E-Mail Database - anytime
- Direct Mail - in-house / 2 week lead-time

✓ TARGET DATE \_\_\_\_\_

PARKS COMMISSION \_\_\_\_\_

DESIGN REVIEW BOARD \_\_\_\_\_

OPERATIONS COMMITTEE \_\_\_\_\_

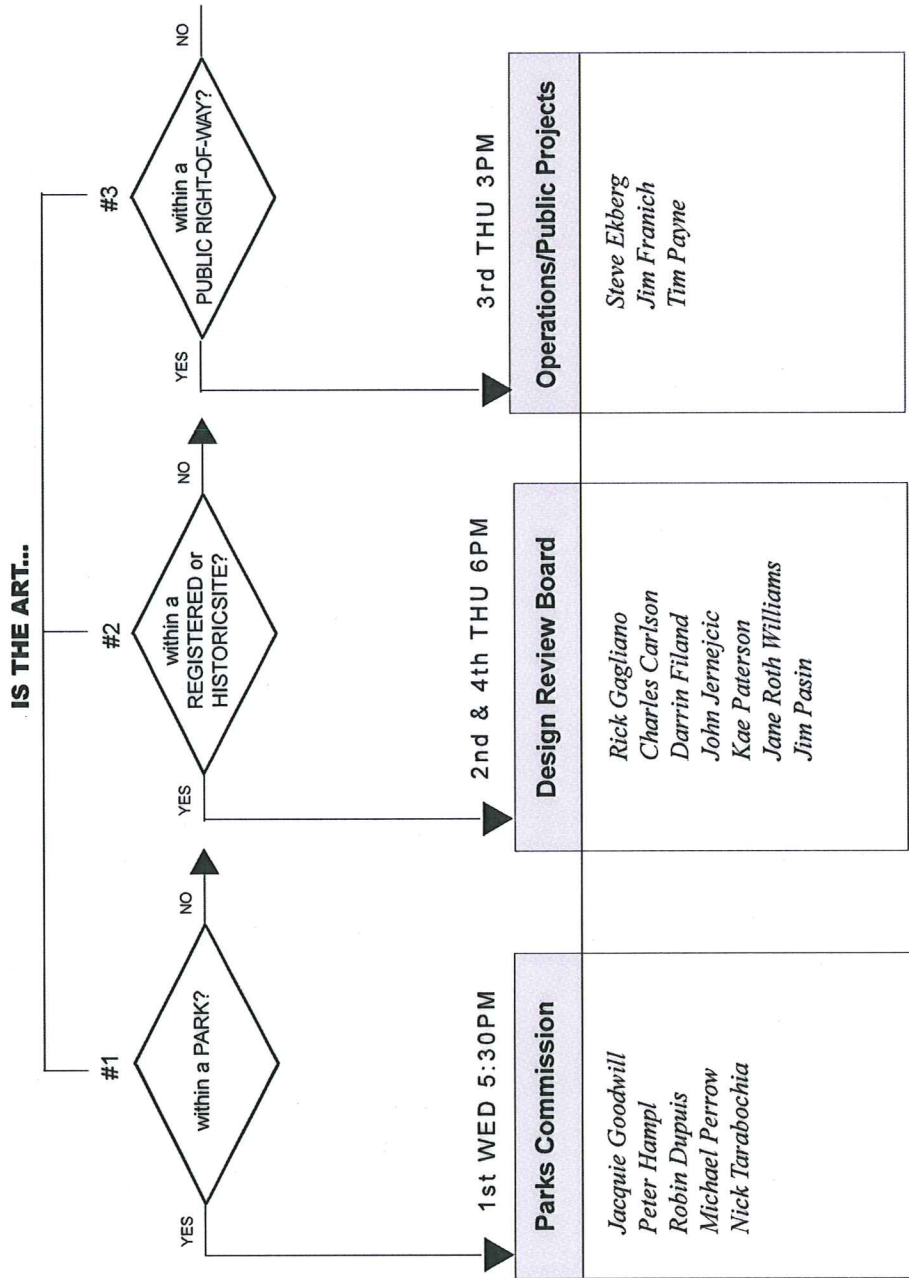
REPORT TO COUNCIL \_\_\_\_\_

**STEP #1 REVIEW WORKSHEET**

DESCRIPTION OF ART \_\_\_\_\_

LOCATION \_\_\_\_\_

TODAY'S DATE \_\_\_\_\_







This information will help facilitate the Arts Commission's review of Public Art.

**DESIGN REVIEW BOARD WORKSHEET on PUBLIC ART PROPOSAL**

**1. Is the site listed on the GIG HARBOR REGISTER OF HISTORIC PLACES?**

YES

NO

**2. Is the site considered HISTORIC?**

YES

NO

**3. If yes, is the art COMPATIBLE with the site?**

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**4. If yes, is the art COMPATIBLE with the History of the Site?**

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**5. Will placement restrict event ACCESS or interfere with pedestrian MOBILITY?**

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**6. Other comments?**

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This information will help facilitate the Arts Commission's review of Public Art.

**PARKS COMMISSION WORKSHEET on PUBLIC ART PROPOSAL**

**1. Is the art COMPATIBLE with the park?**

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**2. Are there any SITE SPECIFIC CONSIDERATIONS as regards placement of this piece of art?**

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**3. Will placement restrict event ACCESS or interfere with pedestrian MOBILITY?**

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**4. Other comments?**

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This information will help facilitate the Arts Commission's review of Public Art.



PUBLIC WORKS/OPERATIONS COMMITTEE WORKSHEET on PUBLIC ART PROPOSAL	
<p><b>1. Is the art constructed in a way that is SAFE for the public?</b></p> <hr/> <hr/> <hr/>	
<p><b>2. Is it constructed and placed in a way that will be DURABLE? (materials, longevity and maintenance)</b></p> <hr/> <hr/> <hr/>	
<p><b>3. Does the work comply with all REGULATORY and CODE REQUIREMENTS?</b></p> <hr/> <hr/> <hr/>	
<p><b>4. Will the work restrict event ACCESS or interfere with pedestrian MOBILITY?</b></p> <hr/> <hr/> <hr/>	
<p><b>5. Other comments?</b></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	





# Art in Public Places

The purchase of art through public funds is an important process. If the public feels that the subject, placement or style is inappropriate, it could be argued that the investment is a bad one. It is, therefore, important that the placement of public art achieve early and broad buy-in. By soliciting input and comments from organizations, the public at large, city committees, commissions, and boards the proposed project is more likely to be successful.

During the review process (unlike museum curators or commercial galleries), "good art" in public spaces is determined by the viewer - not the artist. The tendency is to defer to artists under the premise that they know "good" from "bad" art but this may not adequately reflect community sensibilities. While a formally trained artist might be better qualified to identify style and technique; they are not necessarily better equipped to judge the "likes" and "dislikes" of a community better than anyone else with 20, 40, or 60 years of living. It is important that each committee, commission and/or board member provide input so that art placements represent the community.

On the attached sheet, please list your **"Top Six" Locations for Public Art** within city limits. If you have a preference for style or subject matter, add your comments.

**PLEASE CHECK THE GROUP YOU REPRESENT IN THE GRAY BOX BELOW:**

CITY COUNCIL (public input, overall suitability, appropriate investment)	
PARKS COMMISSION (site specific considerations)	
DESIGN REVIEW BOARD (historic relevance)	
PUBLIC WORKS COMMITTEE (safety, durability)	
ARTS COMMISSION (public input, overall suitability, cost, execution & technique)	
ORGANIZATIONS (overall suitability)	
INDIVIDUALS (overall suitability)	
OTHER (overall suitability)	

**LIST LOCATIONS WHERE YOU WOULD LIKE TO SEE PUBLIC ART** (add comments in the space below)

**1.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.** \_\_\_\_\_

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**3.** \_\_\_\_\_

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**4.** \_\_\_\_\_

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**5.** \_\_\_\_\_

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**6.** \_\_\_\_\_

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