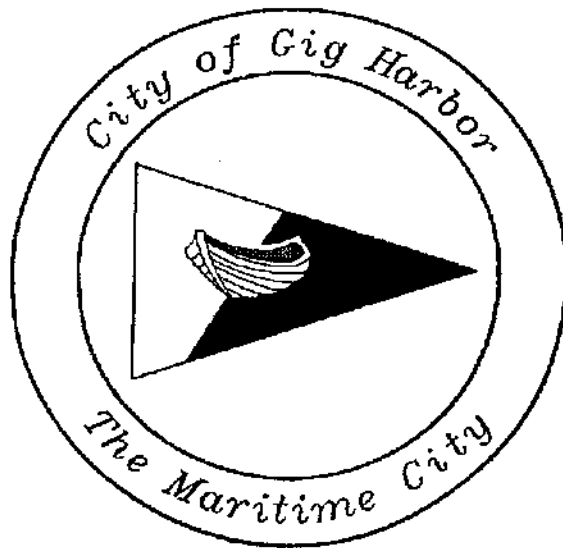


Gig Harbor City Council Meeting



March 23, 1998

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
March 23, 1998 - 7:00 p.m.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Proclamation – Friends of Peninsula Library Week.

OLD BUSINESS:

1. Second Reading of Ordinance (Continuation) – Planning Commission Recommendations on Amendments to Chapter 17.80 – Sign Code.*
2. Second Reading of Ordinance (Reintroduction) - Planning Commission Recommendation on Amendments to Chapter 17.98 – Design Review

* This ordinance will be heard for a final public hearing and third reading on Monday, April 13, 1998.

NEW BUSINESS:

1. Resolution – Hotel-Motel Tax, Proposed Uses.
2. Communications Equipment Maintenance Agreement – Public Works.
3. Interlocal Agreement with Pierce County for Maintenance Services.

PUBLIC COMMENT/DISCUSSION:

ANNOUNCEMENTS:

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110, (b) and litigation per RCW 42.30.110 (i).

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 9, 1998

PRESENT: Councilmembers Ekberg, Young, Platt, Owel, Dick, Picinich, and Mayor Wilbert.
Councilmember Markovich was absent.

CALL TO ORDER: 7:55 p.m.

SPECIAL PRESENTATION: Chief Mitch Barker introduced the newly promoted Sergeant Kelly Busey and his family. Chief Barker explained that Sgt. Busey had been an officer with the Department for seven years and was heavily involved with the Marine Services patrol. The Mayor and Councilmembers congratulated Sergeant Busey.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the February 23, 1998 as presented.
Picinich/Owel – unanimously approved.

CORRESPONDENCE/PROCLAMATIONS: None scheduled.

OLD BUSINESS:

1. **First Reading of Ordinance (Continuation) – Planning Commission Recommendations on Amendments to Chapter 17.80 – Sign Code.** Steve Osguthorpe, Planning Associate, gave an overview of what occurred at the last meeting in regards to this ordinance. He explained that he had made changes to the ordinance to reflect the amendments made at the last meeting. Mr. Osguthorpe added that the amendment made by Councilmember Ekberg to modify Section 17.80.030, the definition of flashing signs to read "...and off in a constant, random or irregular pattern" had not been voted on, but that he understood that it was the intent to amend that section. He asked if this were not the case to let him know. The Councilmembers then reviewed the remaining proposed amendments and the following motions were made.

MOTION: Move to strike the language regarding color in 17.80.020B; 17.80.060 2cii; and 17.80.130C.
Young/Platt –

Councilmember Owel asked if staff would explain the rationale behind this language regarding color values. Steve Osguthorpe explained that the issue was not a matter of regulating color per se, but of regulating sign glare and also of aesthetic issues. The Comprehensive Plan, Sign Code and Design Manual restrict internal illumination of illuminated panels. He added that the current code and the proposed language does not

restrict color, it restricts illumination to sign graphics only. The only regulation of color is the restricted florescent colors, and illumination in residential areas. He added that any color was allowed provided the background of the sign is not internally illuminated. As an optional approach, the entire background could be illuminated utilizing the darker colors that would not allow excessive light to come through. Councilmember Owel suggested that the intent is not clear, and in order to address glare, any reference to colors should be eliminated and deal only with the glare issue. Councilmember Dick asked for clarification that this section only applies if someone wants an exception.

Councilmember Young withdrew his original motion and after discussion, the following motions were made.

MOTION: Move to remove section 17.80.060.G2cii.
Young/Platt – Councilmembers Young and Platt voted in favor. Councilmembers Ekberg, Owel, Dick and Picinich voted against. The motion failed.

MOTION: Move that in Section 17.80.060.G2cii, amend the paragraph to read “Color value of the sign face shall be limited to the darker values which *diminish glare*” and eliminate the words “heavily imbued with brown or black undertones.”
Owel/Dick – unanimously approved.

MOTION: Move that in that same section to eliminate the sentence “Examples of acceptable colors and unacceptable contrasts include: deep burgundy or maroon as opposed to red; dark forest green as opposed to Kelly or lime green; dark navy blue as opposed to royal or sky blue.”
Picinich/Owel – unanimously approved.

Councilmember Young asked if there were any way to address the concerns of Mr. Perrow and Mr. Holmaas regarding the Freeway Node. Mr. Osguthorpe explained that there was substantial discussion on this item and that the criteria came from the Comprehensive Plan’s Visually Sensitive Areas map, which identifies parcels in which signage could be oriented towards the interchange areas. He said that the Planning Commission considered Mr. Perrow’s request but could see no rationale for inclusion of his property without having to consider the next person’s request and felt the best place to stop the exposure was where the interchange on-ramp/off-ramps actually begin and end.

Councilmember Platt added that the freeway node did not need to be extended, but that the legitimate need for signage needed to be addressed for this property. Mr. Osguthorpe gave an overview of the visibility of the chimney sign from the freeway. He then answered questions from Councilmember Dick about frontage and the orientation of the buildings in these nodes. Discussion regarding the Freeway Visibility Node did not lead to any motions.

Councilmember Young brought up the issue of manufacturing of signage and how the lettering height limitation would affect custom made and franchise signs. Councilmember Platt pointed out that custom-made signs produce waste and that the true cost was in the labor, not the materials. Councilmember Ekberg added that the Planning Commission had considered this issue at great length and suggested utilizing their proposed language. Councilmember Owel agreed and said she supports the Planning Commission's reasoning for limiting letter height to the 21". Discussion regarding lettering height and manufacturing of signs led to the following motion:

MOTION: Move to change 17.80.060-2a and 2c from 21" to 24" height.
Young/Dick – Councilmembers Dick and Young voted in favor.
Councilmembers Ekberg, Platt, Owel and Picinich voted against. The motion failed.

Councilmember Young spoke about temporary, open house signs and the lack of ability to regulate them. Councilmember Ekberg said that these signs seem to be self-regulatory and that if it becomes a problem, it could be addressed at a later date.

MOTION: Move that in Section 17.80.110-B.2, strike the language "Such signs shall be limited to one (1) sign per street frontage on the premises for sale and no more than one (1) open house sign at any street intersection for any one developer, broker or seller."
Young/Owel – Councilmembers Ekberg, Young, Owel, Dick and Picinich voting in favor. Councilmember Platt voted against. The motion was approved.

Councilmember Picinich said that his items and comments had been addressed in previous discussions. He then asked about the Perrow request and if there would be a problem of other property owners approaching the City and asking to be included in that visibility node. Steve Osguthorpe explained that the Planning Commission could not come up with a rationale that would allow them not to expand the node further upon future requests. Mayor Wilbert asked if there would be any way to approve just the one sign on the chimney on the Inn at Gig Harbor, which currently was not permitted. Steve explained that Mr. Perrow could apply for a variance, but there was no guarantee that it would be approved.

Councilmember Dick discussed the duration of temporary signage and how it affects political signage. He withdrew his suggestion to reinstate the stricken language in Section 17.80.110(D) regarding a 90 day posting period for political signs because of the uniformity issue.

Mayor Wilbert invited the public to submit their comments on the Councilmembers' amendments in writing for the next reading. Councilmembers voiced their wish to allow the audience to be allowed to speak on their concerns at this meeting. Mayor Wilbert asked that the comments be limited to three minutes.

James Seely. Mr. Seely said that he was representing Wade Perrow and John Holmaas. Mr. Seely said that they are in favor of the sign code and the proposed amendments with one exception, the node at the Olympic Village Interchange. He said that the way the map is drawn is unfair. He referred to two portions of the ordinance that refer to removal of vegetation and the preservation of the visual quality of the area. He explained that neither of these principles would be compromised by extending the node. He said that as drawn, the existing nodes are not fair or realistic, and do not reflect the existing buildings or substantial investment Mr. Perrow had made in his facility and Gig Harbor. He said that it also discourages reinvestment by business owners such as Mr. Holmaas. He discussed the orientation of the building and the reopening of the off-ramp by this property. He passed out pictures to illustrate the orientation of the Inn and asked Council to consider extending the node.

Wade Perrow – 9119 North Harborview Drive. Mr. Perrow asked for a staff determination on what defines a freeway node. Steve explained that the definition came from the City's Comprehensive Plan and the Visual Sensitive Areas Map. Mr. Perrow referred to page 10, Item 18, "as illustrated in Exhibit '1'." He said that Exhibit '1' is inconsistent with the Comprehensive Nodes and also with the explanation given to Council that the interchange ends where the fogline ends. He added that the fogline entering onto Highway 16 ends beyond the Inn at Gig Harbor, and in fact stops 75' towards Stroh's. He added that the only visibility that they are attempting to maintain by the chimney sign is for travelers heading northbound. He said he knows that he has the option to file for a variance but does not believe he would be granted one because it does not meet the freeway visibility requirements. He suggested utilizing the language that already exists in the sign code and to not consider the proposed Exhibit '1'. He submitted photos and said it would be easy for Council to include the Inn in the interchange node by extending the line approximately 300'. He ended by saying all he wants is fairness and parity.

John Holmaas – 7524 Goodman Drive. Mr. Holmaas spoke to the same issue. He explained that the visual node was the problem and should be defined with certainty. He described the problems with his vacant property and said that he had worked with Steve Osguthorpe to design a building that would conform to the Design Review Manual. He added that if the interchange node were not extended, it would deter the construction of this building, as well as the re-design and construction to replace the existing buildings adjacent to the Inn. He talked about the screening requirements and explained that it wouldn't work in this area. He asked that council consider extending the node to encompass the two properties.

Tom Morfee – 3803 Harborview Drive. Mr. Morfee said he was representing the PNA Association. He explained that his organization supports the limitation of the lettering height to 21" and said that the main concern is glare in residential areas. He added that color is also important and gives discretion to the DRB to eliminate impact on residential communities. He addressed real estate signs and jokingly suggested that PNA could contract to the City to remove excessive signage when the City Administrator's truck gets full. He added that signage and clutter in the public right of way is a community concern. He then addressed Mr. Perrow's request and suggested that the Inn would qualify for a "Scenic Vista Information Logo" which is the best way to advertise to freeway traffic. He said that PNA fully supports the Planning Commission's recommendations and the amendments that have been made by Councilmembers.

Phil Arenson – 6750 Kimball Drive. Mr. Arenson thanked the Council for their patience and voiced his concerns. He talked about the definition of “holidays” and asked for consideration to change the language from the state’s list. He addressed glare and spoke extensively on the function of wattage and horizontal lighting. He asked if there was any proof of how the city has protected the public health, safety through regulating glare, which he added, has yet to be defined. He said that by limiting signage color, we would become a “town without color” and asked Council to reconsider this issue.

Lois Eyrse – Chamber of Commerce. Ms. Eyrse asked Council to review the issue of state holidays, which are not pertinent to retail sales, only to employee days off. She then addressed the Inn at Gig Harbor and asked that rather than over-regulating existing businesses, to write rules to regulate future businesses. She asked to allow these existing businesses to retain their signs and added that the City would stand to make a lot of money from a hotel of this size. Councilmember Dick asked if she had any suggestions for language to improve the holiday definition and if she had an idea for Mr. Holmaas and Mr. Perrow’s properties on how to employ a rule that would apply uniformly. She suggested that any language referring to holidays be stricken. She then suggested that the sign code could be amended to grandfather these two properties and then from this date forward, no others would be allowed.

Carol Holmaas – 7524 Goodman Dr. Ms. Holmaas said she was concerned with the reference to intersection signs for real estate signs and the use of the word “broker”. Councilmembers explained that this language had been stricken in a previous amendment. She explained that she was also addressing directional signs and said that the language was too limiting.

Mayor Wilbert asked to recess for a short break.

MOTION: Move to recess for five minutes until 9:15 p.m.
Owel/Dick – five Councilmembers voted in favor. Councilmember Picinich voted against. A recess was called.

The meeting resumed at 9:15 and Mayor Wilbert asked if there were any further comments regarding the sign code. As there were none, she closed the first reading of the Sign Code ordinance.

2. First Reading of Ordinance (Reintroduction) – Planning Commission Recommendation on Amendments to Chapter 17.98 – Design Review. Mr. Gilmore explained that this was a continuation of the first reading, and that it was proposed changes to the GHMC pertaining to the Design Review Board signage review concerns and optional review process. He added that this would return at the next meeting for a second reading.
3. Resolution – Fee Schedule Update for 1998. Ray Gilmore presented this resolution updating the fee schedule. He said that Council’s concerns from the last reading in January had been incorporated, specifically, not charging for the first meeting with the

DRB, establishing a "step-rate" fee structure for Master Sign Plans, and pre-application review fees. He answered questions regarding the process and charges for services. He was instructed to include language to clarify the charges for the Design Review process.

MOTION: Move to approve Resolution No. 512 which establishes fees for land use planning and building applications and permits; amending the fee schedule to include fees for design review and pre-application review and to update current fees; reducing the fees for site plan review, with amendments as discussed.

Owel/Young – unanimously approved.

NEW BUSINESS:

1. Communications Maintenance Contract – GHPD. Carol Morris explained that this was a standard renewal of an existing contract and recommended approval.

MOTION: Move to authorize the Mayor to renew the contract with Pierce County for communications maintenance services for 1998.

Platt/Owel – five voted in favor. Councilmember Dick abstained and announced that he is an employee of the County, but has only a remote interest in the contract.

2. Backhoe Attachment – Purchase Authorization. Wes Hill, Public Works Director, presented this contract to purchase a backhoe, which was a budgeted item, and recommended approval.

MOTION: Move to authorize the purchase of the backhoe attachment for the John Deere 2155 Tractor from Jennings Equipment Co., as the lowest responsible respondent, for their price quotation proposal amount of nine-thousand seven-hundred fifty-two dollars and seventy-five cents (\$9,752.75), including state sales tax, as corrected.

Dick/Platt – unanimously approved.

3. Federal Aid Projects – Right-of-Way Acquisition Procedures. Mr. Hill explained that in order to obtain right-of-way on federally funded projects, local agencies must adopt acquisition procedures conforming to FHWA and WSDOT requirements.

MOTION: Move to approve the attached right-of way acquisition procedures for federally funded projects, as set forth in the attached "Right-of-Way Procedural Contract as Required by the Local Agency Guidelines Manual," and authorize the Public Works Director to execute the agreement with the Washington State Department of Transportation.

Picinich/Owel – unanimously approved.

4. Nomination to Pierce Transit Board of Commissioners. Mayor Wilbert recommended the nomination of David Viafore, Mayor of Fircrest, to this position.

MOTION: Move to nominate David Viafore for the position on the Pierce Transit Board of Commissioners to provide representation on the Board for the fourteen small cities and towns of Pierce County.
Owel/Picinich – unanimously approved.

5. Liquor License Renewals – Maritime Mart, Eagles, Gig Harbor Texaco, and Tides Tavern. No action taken.

PUBLIC COMMENT: None.

ANNOUNCEMENTS: Mayor Wilbert explained that she had received letters of resignation from Planning Commission members, Debra Vosburgh and Carl Halsan, and invited all city residents interested in service on the Planning Commission to submit letters of interest to her no later than April 1st.

MAYOR'S REPORT: None.

COUNCIL COMMENTS: None.

STAFF REPORT:

1. Chief Mitch Barker – GHPD Stats. No verbal report given.
2. Wes Hill, Public Works Director. Mr. Hill explained that construction of the Jerisich Dock extension project would begin on Tuesday morning and to expect the noise of the boom installing the pilings.

ANNOUNCEMENT OF OTHER MEETINGS: None.

APPROVAL OF PAYROLL:

MOTION: Move approval of checks #15361 through #19497 in the amount of \$238,477.63.
Young/Ekberg - unanimously approved.

APPROVAL OF BILLS:

MOTION: Move approval of checks #19643 through #19700 in the amount of \$83,467.86.
Young/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 9:42 for approximately 10 minutes for the purpose of discussing property acquisition per RCW 42.30.110, (b) and litigation per RCW 42.30.110 (i).
Picinich/Young - unanimously approved.

MOTION: Move to return to regular session at 9:50 p.m.
Young/Platt - unanimously approved.

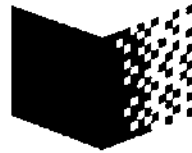
ADJOURN:

MOTION: Move to adjourn at 9:51 p.m.
Platt/Young - unanimously approved.

Cassette recorder utilized.
Tape 488 Side A 250 - end.
Tape 488 Side B 000 - end.
Tape 489 Both Sides.
Tape 490 Side A 000 - end.
Tape 490 Side B 000 - 232.

Mayor

City Clerk



Pierce County Library System

INFORMATION • IMAGINATION

March 5, 1998

The Honorable Gretchen Wilbert
and Members of Gig Harbor City Council
Gig Harbor City Hall
3105 Judson Street
Gig Harbor, WA 98335

RECEIVED
MAR 9 1998
CITY OF GIG HARBOR

Dear Mayor Wilbert and Council Members:

In recognition of the invaluable contributions of Friends of the Library organizations in Washington State, Governor Gary Locke has proclaimed the week of April 19, 1998 as *Friends of the Library Week*. Friends of the Library are community based, nonprofit groups of residents who promote, encourage, and enhance the work of their local libraries. Friends groups help fund special projects, books, and equipment, serve as community advocates and volunteer countless hours in support of their local libraries.

The Peninsula Library Branch is particularly fortunate to have the support of the Friends of the Peninsula Library who, since 1976, have donated countless hours, energy, and funds to assist the library in providing quality service to the community. Funds raised by Peninsula Friends' activities have purchased materials to augment the library branch's collection, artwork, furnishings, and equipment. The Friends of Peninsula Library regularly sponsor adult and juvenile programs for patrons.

Pierce County Library is requesting that the City of Gig Harbor recognize the work and contribution of this dedicated citizens' group. I have enclosed for your consideration a sample resolution declaring the week of April 19, 1998 as *Friends of the Peninsula Library Week* and honoring the group for its invaluable service in supporting and enhancing library service for the citizens of Gig Harbor. The Pierce County Council and the Library's Board of Trustees will be passing a resolution honoring all Friends of the Library groups in Pierce County. However, we are hoping that each group will be individually recognized by its own community.

These groups truly set a standard for outstanding community involvement and I am pleased they are receiving the recognition so richly deserved. I would be pleased to answer any questions you might have or provide additional information if needed.

Sincerely,

Neel Parikh
Library Director
Pierce County Library

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Friends of the Peninsula Library is a community based group of citizens, formed in 1976, who promote, encourage, and enhance the work of the Peninsula Branch of the Pierce County Library District; and

WHEREAS, the Friends of the Peninsula Library have raised funds to purchase periodicals and materials to augment and enrich library services to residents; and

WHEREAS, members of the Friends of the Peninsula Library have volunteered countless hours to support and enhance library services for the residents of Gig Harbor; and

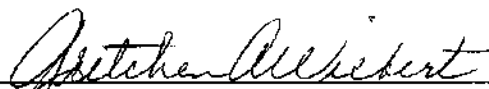
WHEREAS, the Friends of the Peninsula Library have proven to be a model for community involvement; and

WHEREAS, the Friends of the Peninsula Library are vital to the effort to provide quality library service to the community.

NOW THEREFORE, I, Mayor Gretchen Wilbert, do hereby proclaim the week of April 19, 1998 as

FRIENDS OF PENINSULA LIBRARY WEEK

and, further, urge all citizens to recognize and applaud their invaluable service in supporting and enhancing library service in the City of Gig Harbor.


Gretchen A. Wilbert, Mayor



Date



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF *[Signature]*
**SUBJECT: PROPOSED REVISIONS TO CHAPTER 17.80 (SIGN CODE) – SECOND
READING OF ORDINANCE**
DATE: MARCH 18, 1998

INTRODUCTION/BACKGROUND

A first reading of the proposed sign code amendments was held on February 23, 1998 and continued to the March 9, 1998 meeting. In conjunction with the first reading, the Council had submitted written comments on the proposed amendments. Review of the Council's written comments was completed at the March 9th meeting and the Council listened to final testimony from the public over the proposed amendments to the sign code.

The Council agreed upon select changes to the sign code at both the February 23rd and March 9th meetings. Changes made as a result of the February 23rd meeting were presented to the Council on March 9th and were reflected in Draft 3-B. Changes resulting from the March 9th meeting are reflected in what is now Draft 3-C and include the following:

1. 17.80.060(G)(2)(c)(ii) – Internally illuminated signs.

The Council agreed to remove language addressing colors "heavily imbued with brown or black undertones" and instead replace the language with reference to colors "which diminish glare". The Council further agreed to eliminate language pertaining to "examples" of acceptable colors. These changes have been incorporated into the text.

2. 17.80.110(B)(2) – Real Estate "Open House" Signs

The Council agreed to eliminate the sentence which limits the number and location of open house signs, believing that such signs are self-regulating. These changes have been incorporated into the text.

Additional changes to the ordinance include a number of format changes as recommended by Legal Counsel, including changes to the title of the ordinance, changes to the Section numbers of the ordinance, and additional statements of process in the ordinance. None of these changes affect the actual language that would be incorporated into Chapter 17.80 of the zoning code.

RECOMMENDATION:

A draft ordinance to adopt the amendments of the sign code is attached as Draft C Ordinance. However, because of the changes made by the Council after the public hearing on the proposed amendments, Legal Counsel has advised that a final public hearing should be held allowing public input on the changes made by the City Council. Accordingly, a third reading and a final public hearing is scheduled for April 13, 1998 at 7:00 p.m.

(Draft C)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REVISING THE SIGN CODE TO STATE THE CITY'S INTENT THAT THE CODE IMPLEMENT THE CITY'S COMPREHENSIVE PLAN, CLARIFY THE SCOPE OF THE SIGN CODE, CLARIFY THE SITUATIONS IN WHICH SIGN PERMITS ARE NOT REQUIRED, AMEND THE DEFINITIONS WITHIN THE SIGN CODE FOR CLARIFICATION AND EASE OF ENFORCEMENT, ADDING NEW DEFINITIONS FOR: AWNING, CABINET SIGN, ELECTRONIC SIGN, EVENT, FESTOON, HOLIDAY, INTERNAL ILLUMINATION, LOGO, LOGO SHIELD, NEON LIGHTING, PAN-CHANNEL, PUBLIC EVENT, RETURNS, SEASONAL DECORATIONS, SIGN GRAPHICS, SILHOUETTE LIGHTING, TRIM CAPS AND WINDOW SIGN; CLARIFYING THE DEFINITION OF A SIGN; CLARIFYING THE SIGN PERMIT PROCEDURES; SETTING FORTH THE CIRCUMSTANCES UNDER WHICH A SIGN VARIANCE MAY BE OBTAINED; GIVING REFERENCE TO THE CITY'S DESIGN MANUAL FOR ILLUMINATION AND COLOR REGULATIONS; CHANGING THE ILLUMINATION RESTRICTIONS ON SIGNS TO ALLOW ILLUMINATION OF ALL SIGN GRAPHICS AS DEFINED AND TO CHANGE THE ALLOWED HEIGHT OF INTERNALLY ILLUMINATED SIGN GRAPHICS; ALLOWING SIGN ORIENTATION TOWARD SR-16 FROM SPECIFIED PARCELS; ELIMINATING THE RESTRICTIONS ON THE NUMBER AND LOCATION OF REAL ESTATE OPEN HOUSE SIGNS; CHANGING THE COLOR AND MATERIAL RESTRICTIONS ON SIGNS TO IDENTIFY WHICH COLORS AND MATERIALS THAT ARE OTHERWISE RESTRICTED THAT MAY BE USED ON LOGO SHIELDS; CHANGING THE REQUIREMENTS FOR MASTER SIGN PLANS BY REQUIRING THAT PLANS IDENTIFY SPECIFIC SIGN TYPES FOR MULTI-TENANT BUILDINGS; PROVIDING MASTER SIGN PLAN AMENDMENT PROCEDURES; COALESCING THE CITY'S THREE SIGN DISTRICTS INTO TWO SIGN DISTRICTS; REDEFINING ALLOWABLE WALL SIGNAGE CALCULATIONS; REDEFINING ALLOWABLE WINDOW SIGNAGE; REDEFINING SANDWICH BOARD SIGNS AS PORTABLE SIGNS; PROVIDING PERMIT PROVISIONS FOR BALLOON SIGN DISPLAYS; ELIMINATING AMORTIZATION PROVISIONS FOR NON-CONFORMING SIGNS AND REDEFINING TRIGGERS FOR REMOVAL OF NON-CONFORMING SIGNS; ELIMINATING THE ENFORCEMENT PROCEDURES TO ALLOW THE CITY TO ENFORCE THE PROVISIONS OF CHAPTER 17.80 UNDER THE GENERAL ZONING CODE ENFORCEMENT CHAPTER 17.07 GHMC; ADDING PROVISIONS FOR DESIGN REVIEW BOARD CONSIDERATION OF SPECIFIED SIGNAGE OPTIONS; AMENDING THE CAPTION OF GHMC SECTION 17.80; RENUMBERING AND AMENDING SECTION 17.80.015 TO 17.80.020; RENUMBERING AND AMENDING SECTION 17.80.020 TO 17.80.030; RENUMBERING AND AMENDING SECTION 17.80.030 TO 17.80.040 & 17.80.050; REPEALING SECTION 17.80.060; RENUMBERING AND AMENDING SECTION 17.80.031 TO 17.80.060 & 17.80.070;

ADDING NEW SECTION 17.80.080; RENUMBERING AND AMENDING SECTION 17.80.033 TO 17.80.090; RENUMBERING AND AMENDING SECTION 17.80.035 TO 17.80.100; RENUMBERING AND AMENDING SECTION 17.80.040 TO 17.80.110; RENUMBERING AND AMENDING SECTION 17.80.050 TO 17.80.120 & 17.80.130; ADDING NEW SECTION 17.80.140; RENUMBERING SECTION 17.80.080 TO 17.80.150, TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City Council finds and declares that outdoor advertising is a legitimate, commercial use of private property adjacent to City street, roads and highways; and

WHEREAS, outdoor advertising is an integral part of the business and marketing function, and an established segment of the City's economy which serves to promote and protect private investments in commerce and industry; and

WHEREAS, the City has adopted sign regulations in order to safeguard the general welfare of the property owner, to preserve the beauty of the community and to balance this with growth, development and commercial pursuits; and

WHEREAS, the City of Gig Harbor amended its sign code in June 1995 to bring the sign code into conformance with the Design Element of Gig Harbor's Comprehensive Plan; and

WHEREAS, the amended sign code has been in effect for a period of over two years, and the City Council has directed the Planning Commission to review the sign code to determine its effectiveness and to address concerns expressed by the business community regarding the restrictiveness and complexity of the sign code; and

WHEREAS, two public hearings were held on March 6, 1997 and March 20, 1997 to receive input from the community on the existing sign code, at which time the planning commission listened to over six hours of public testimony which focused primarily on the following 13 issues:

1. Master sign plans.
2. Window signs.
3. National brand product or logo signs.
4. Freeway visibility of signage.
5. Amortization.
6. Illumination restrictions on internally illuminated signs.
7. Inflatable displays.
8. Allowable wall signage.
9. Portable signs.
10. Real Estate Signs.
11. Reader Boards.
12. Sign Areas.
13. Miscellaneous Items. (Clarification of terms, format, and general housekeeping items); and

WHEREAS, the planning commission submitted to the City Council a recommended process of addressing the 13 identified issues which allowed the public to submit specific recommendations on any issue under review or to request that additional items be added to the review process, and which allowed public input during scheduled worksession/hearings; and

WHEREAS, the planning commission held worksession/hearings over a 7 month period to address concerns and to receive public input; and

WHEREAS, public input during the worksession/hearings was submitted by a limited number of individuals, which input was carefully considered by the planning commission and balanced against the goals and policies stated in the City's Comprehensive Plan; and

WHEREAS, the Comprehensive Plan states several goals and policies relating to maintaining signage as a subordinate element in building design including, but not limited to (a) minimizing sign area in facade design, (b) avoidance of signage as a dominant architectural feature, (c) including corporate or logo panels into signage area calculations, (d) avoidance of covering architectural details, (e) avoidance of signage as a dominant architectural statement, (f) encouragement of sign designs which reflect the building style or period by use of incentives and dis-incentives; and,

WHEREAS, the Planning Commission finds that the solid/void ratio requirements for buildings specified in the Architecture section of the City's Design Manual and also the landscaping requirements specified in Section 17.78 of the Gig Harbor Municipal Code provide sufficient interest in building and site designs to assure that signage does not become a dominant statement in the building or site design; and

WHEREAS, the Comprehensive Plan has the stated goal on page 32-33 to avoid flamboyancy in signage by keeping internally illuminated signs subdued through restrictions on sign face illumination; and,

WHEREAS, the Comprehensive Plan on page 33 has the stated goal to coordinate sign designs on multi-tenant buildings through the use of master sign plans designed to allocate signage among tenants and to unify the site design; and,

WHEREAS, the Comprehensive Plan has the stated goal on page 34 to restrict use of off-premise signage and to avoid signage design for viewing beyond the street on which a business is located; and,

WHEREAS, the Comprehensive Plan identifies SR-16 as an enhancement corridor which should require an extensive level of design review; and,

WHEREAS, the Planning Commission recognized that the Growth Management Act requires that any amendments to the City's sign code must be consistent with the Comprehensive Plan; and

WHEREAS, after carefully evaluating the existing sign code's effectiveness in implementing the goals and policies of the Comprehensive Plan by reviewing signs installed since the 1995 sign code update was adopted, and also after reviewing concerns over the complexity of some of the language in the existing code, the Planning Commission has made the following findings:

1. Since the adoption of the master sign plan requirement, it has become evident that signs installed prior to the master sign plan requirement often exceeded the allotted signage allowances because they were installed without the full knowledge of existing signage on a building. The master sign plan provides complete knowledge of existing and allocated signage prior to issuance of a sign permit and therefore assures that maximum sign allowances are not exceeded.
2. Signs installed under the master sign plan requirement have resulted in a more unifying site design and better reflect the architectural qualities of the buildings the signs apply to.
3. To achieve a unified site design, and to assure that signs reflect the architectural qualities of a building, it is not necessary that all signs on buildings look alike, provided there is a limit to the number of types of signs on any given building and that multiple types of signs are not used on the same wall plane.
4. Window signs have as much visual impact on the community as other outdoor forms of advertising. Window signs placed behind or on the inside of clear glass are no less intrusive to the community than window signs placed on the outside of glass. However, interior signs more than 3 feet from the window may be intended for indoor advertisement and are far enough away from a window to allow a legal aisle width between a window and an interior display. While signs placed more than three feet may be visible from public rights-of-way, they are far enough away from the window to soften their visual impacts on the community.
5. Temporary interior window signs are currently allowed without limits on their size, design, or on the number of days temporary window signs may be displayed; permanent window signs are subject to the same restrictions as exterior wall signs. Illuminated window signs have more visual impact on the community than non-illuminated window signs because of their visibility at night, and their greater brilliancy both day and night. Illuminated window signs should therefore be regulated the same as other wall signs. Non-illuminated permanent window signs have no greater visual impacts to the community than temporary window signs and should therefore be regulated the same as temporary signs. However, to assure (a) that the architectural purpose, function and integrity of windows are retained, (b) that windows are not inadvertently converted into large wall signs without the regulations of wall signs, and (c) that signage is a subordinate element in the building design, neither temporary or permanent window signs should be allowed to cover entire window areas.
6. Illumination is necessary for both signage and general site lighting. Illumination of signage

increases the effectiveness of signs in the evening hours and is essential for evening viewing. Illumination of sites increases safety by discouraging criminal activity and by illuminating pedestrian areas. Uncontrolled illumination for either signs or site lighting results in light trespass and glare and can impact other evening activities such as astronomical observations or sleeping.

The City's standards for site and building lighting are contained in the City's Design Manual. These standards allow necessary lighting for safety and convenience while mitigating the impacts of lighting by (a) specifying the surface to which lighting may be directed, and (b) regulating the fixture from which light may emanate. Generally, lighting regulations require that light fixtures be shielded, or that fixtures have horizontal cut-offs (shields) which direct light downward. Because such horizontal cut-offs would effectively shield the sign face, it is not possible to allow illumination of signs without either restricting illumination to shielded spot lights focused on a sign surface, or without allowing horizontal light to emanate from a sign fixture. Light emanating from a sign results in more glare than light being directed to a sign from a shielded fixture. It is therefore necessary to limit the amount of horizontal light emanating from the face of internally illuminated signs.

The City's current sign code effectively limits the amount of horizontal light emanating from signs by allowing light to emanate only from a sign's text, and not its entire sign face background. This has resulted in a reduction of glare and also assures that sign faces are consistent with other City lighting standards which, for aesthetic purposes, prohibit internal illumination of translucent panels and awnings. Back-lit panels and awnings are generally incompatible with Gig Harbor's small-town atmosphere and fishing village character.

Some back-lit sign panels have been found to meet the intent of the City's lighting regulations because they are of darker color values which allow very little light to emanate from them. Allowing these darker colors to be internally illuminated requires a criteria for a case-by-case review.

In addition to limiting internal illumination to the text only, the code also minimizes horizontal light emissions by limiting the size of the text. The current code limits the first letter of signs to 24 inches in height, and all remaining letters to 18 inches. Research pertaining to sign legibility indicates that it takes one inch of letter height for every 50 feet of distance it is read from and that speeds of up to 55 mph on a six lane highway requires a letter height of 16 inches (visible from a distance of 800 feet) to allow adequate time to respond to the sign. Restricting internally illuminated letter heights to up to eighteen and twenty-four inches is therefore reasonable in that it allows letter heights that are more than adequate in size to be read from all of Gig Harbor's streets. Nevertheless, allowing the first letter to be larger than all remaining letters does not reflect typical fonts of upper and lower case letters. Allowing 21 inches for all letters would more readily allow both upper and lower case letters while reasonably limiting the amount of horizontal light emanating from a sign fixture.

Because allowances for individual internally illuminated letters of up to 21 inches are proposed, and because businesses often wish to internally illuminate their logo backgrounds, it is reasonable to conclude that an internally illuminated logo background of up to 21 inches (or 4 square feet) would be no more impacting than an internally illuminated letter of up to 21 inches. Larger logos may be fully illuminated by an external light source directed to the logo if desired.

7. Sign with illuminated text and a non-illuminated background are easier to read at night and therefore represent more effective signage. This has been demonstrated both by personal observation of planning commission members and also by photographs of signs with both illuminated backgrounds and non-illuminated backgrounds. In most cases, the text of signs with illuminated backgrounds were blurred and illegible in the photos because of excess glare emanating from the signs; while signs with opaque backgrounds and illuminated text were fully readable in the photos.
8. Alternate methods of controlling light and glare, such as the use of light meters which measure foot candles, are difficult to administer and regulate because conformance can only be determined with special equipment and only after regular business hours when staff is not available.
9. Portable sandwich board signs are no more or less impacting than other portable signs and should therefore be regulated the same.
10. SR-16 is a designated Enhancement Corridor having visual integrity which should be protected and, where necessary, reestablished. The Green belts and buffering which characterize the SR-16 Enhancement Corridor have been damaged, removed or altered in areas where signage is oriented toward SR-16. Prohibiting signage oriented toward the SR-16 Enhancement Corridor is necessary to assure its continued protection. However, signs oriented toward interchanges would not threaten the Corridor's integrity because the Visually Sensitive Areas map which defines the Enhancement Corridor also defines visual nodes at each interchange.
11. The wall sign calculations have proven cumbersome to calculate and administer. A revised method of determining wall signage using a strict percentage approach would facilitate easier calculations.
12. Excessive use of balloons as attention-getting devices and for advertising result in a carnival atmosphere which is incompatible with the visual quality of Gig Harbor's environment. Without regulations, balloons have been shown to proliferate in use and to dominate entire streetscapes (e.g., the car dealerships along Puyallup's River Road).
13. While the code's current amortization clause is legally defensible, it will be difficult to administer because of the difficulty of identifying all non-conforming signs. Many non-

conformities are minor and could not be easily discerned through a windshield survey. However, all non-conforming signs should eventually be eliminated. Without an amortization clause, other "triggers" for the removal of non-conforming signs will be necessary.

14. The current code's prohibition on readerboard signs is based upon concerns over the excess light and glare caused by most readerboard signs, and also over the size, bulk and design of most portable readerboard signs. However, the code's restrictions on sign illumination combined with other restrictions on portable signs address these concerns. There is no reason to prohibit readerboard signs if they conform to all other sign code requirements.
15. National Brand/Product Logo signs are legitimate signs for advertising as long as they advertise a product or service available on the premises. The bulk or volume of the product sold is difficult to determine and should not be a factor in determining if a sign advertises an on-site product or service; and
16. Public event signs are allowed, but it is difficult to determine which events may legitimately be considered "public" events. Traditional events in Gig Harbor, including Tide Fest or Winterfest, have been allowed signage under this definition, but it may be argued that, while they are sponsored by a non-profit organization, individual vendors do receive profits from their sales and should therefore not be considered "public". It would be convenient to define a public event as an event which requires a special event license, but the special events provisions of Chapter 5.28 apply only to those events on public rights-of-way. Many of the traditional events in Gig Harbor would not be covered under these provisions.

WHEREAS, the Planning Commission finds that the City has visual integrity which may be threatened by incompatible signage or by inadvertently encouraging removal of the vegetation which provides visual integrity to the City's enhancement corridor by allowing signs oriented to the enhancement corridor which would only be visible if the characteristic vegetation were removed; and

WHEREAS, the City Council agrees with the findings of the Planning Commission and hereby adopts the same findings; and

WHEREAS, the Planning Commission has proposed amendments to the sign code which reflect its findings stated above and which will (a) further the goals and policies outlined in the City's Comprehensive Plan (b) protect the public health/safety/welfare by avoiding excessive light and glare of illuminated signage, and (c) preserve the visual quality which has attracted tourists and new residents to the Gig Harbor area thereby preserving property values and promoting economic development in the Gig Harbor area; and

WHEREAS, the proposed amendments reflect substantial changes intended to address, to the degree possible, the concerns of the business community and any further changes to relax the City's sign

code standards would seriously alter the visual integrity of the City and would not protect the welfare of the citizenry; and

WHEREAS, the Planning Commission held a public hearing on the proposed sign code amendments of Chapter 17.80 on December 4, 1997 to accept public testimony on the proposed amendments; and

WHEREAS, the City sent copies of the proposed amendments to Section 17.80 to DCTED at least 60 days prior to final adoption as per WAC 365-195-620(1) and RCW 36.70A.106.

WHEREAS, the City Council reviewed, acted upon and invited public participation on the proposed sign code amendments as follows:

1. The City Council held a public hearing on the proposed sign code amendments of Chapter 17.80 on February 11, 1998 to accept public testimony on the proposed amendments.
2. The City Council held a first reading of the proposed amendments of Chapter 17.80 on February 23, 1998, which first reading was continued to March 9, 1998. At both dates of the first reading, the Council agreed upon specific changes to the Planning Commission's recommended amendments to the sign code.
3. The City Council held a second reading of the proposed amendments on March 23, 1998.
4. The City Council held a final public hearing on _____, 1998 to address the changes made by the City Council during the first reading of the proposed sign code amendments.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. The caption of Chapter 17.80 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Chapter 17.80
SIGN CODE

Sections:

- 17.80.010 Purpose and scope.
~~17.80.015~~ 17.80.020 Permits not required.
~~17.80.020~~ 17.80.030 Definitions.
~~17.80.030~~ 17.80.040 Permit procedures.
17.80.050 Variances & Administrative Waivers
~~17.80.031~~ 17.80.060 General regulations.
17.80.070 Master Sign Plans.

17.80.080 Sign Districts

17.80.033 17.80.090 Sign standards for Areas 1 and 2 Area 1.

17.80.035 17.80.100 Sign standards for Area 3 2.

17.80.040 17.80.110 Temporary signs.

17.80.050 17.80.120 Prohibited signs.

17.80.060 17.80.130 Administration and enforcement Nonconforming Signs.

17.80.140 Design Review Board Approval

17.80.080 17.80.150 Liability.

Section 2. Section 17.80.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.80.010 Purpose and scope.

A. Purpose. It is the purpose of this chapter to promote a quality visual environment by establishing reasonable standards for the size, placement, height and maintenance of outdoor signs, graphics and advertising. It is further intended to encourage quality design and material composition which create an attractive community and business climate. ~~Special emphasis should be placed on achieving harmony with building design, settings and the character of the surrounding areas by implementing~~ the goals and policies described in the Community Design Element of the City's Comprehensive Plan. Implementing these goals and policies will assure that signage is in harmony with building designs and the character of the surrounding areas.

B. Scope. This chapter shall not regulate traffic and directional signs installed by a governmental entity; signs not readable from nor intended to be viewed from a public right-of-way or waterway; interior signs placed more than three (3) feet behind a window or opening of a building unless within an enclosed display window; merchandise displays; points-of-purchase advertising displays on product dispenser machines; national flags; flags of a political subdivision; symbolic flags of an institution; legal notices required by law; barber poles; historic site plaques; gravestones; structures intended for a separate use, such as phone booths, Goodwill containers and recycling containers; or lettering sign graphics or symbols painted directly onto or flush-mounted magnetically onto a motor vehicle operating in the normal course of business. (Ord. 691 § 1, 1995; Ord. 532 § 2, 1988).

Section 3. Section 17.80.015 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

~~17.80.015~~ ~~17.80.020~~ Permits not required.

The following shall not require a sign permit; provided however, these exemptions shall not be construed as relieving the owner from the responsibility to comply with the provisions of this chapter or any other law or ordinance.

A. The changing of the advertising copy or message on a lawfully erected readerboard or similar sign specifically designed for the use of replaceable copy;

B. Repainting or cleaning of a lawfully erected sign and other normal maintenance which does not involve a change of sign color or design, unless a structural or electrical change is made;

C. ~~Temporary Seasonal decorations customary for special holidays erected entirely on private property;~~

D. ~~On-premises directional signs not exceeding four square feet. The height of the sign shall not exceed four (4) feet and distance from the ground level at the base of the sign to the top of the sign shall not exceed four feet unless it is attached to a wall, in which case the sign must have a maximum clearance of 27 twenty-seven (27) inches or a minimum clearance as defined in GHMC 17.80.035(E)(2) 17.80.090(D)(2) and 17.80.100(E)(2);~~

E. ~~Poster signs, per GHMC 17.80.040(B) Non-illuminated window signs conforming to GHMC 17.80.090(C)(2) and 17.80.100(D)(2);~~

F. ~~Campaign and political signs, per conforming to GHMC 17.80.040(F) and (G) 17.80.110(D);~~

G. ~~One temporary construction sign of up to 32 thirty-two (32) square feet or one project identification sign, per conforming to GHMC 17.80.040(D)(1) 17.80.110(C);~~

H. ~~One wall or projecting gas station price sign or one portable gas station price sign per station limited to a maximum of 30 fifteen (15) square feet total area on all sides per sign face, and no more than two (2) faces. In addition to one wall or projecting gas price sign and in lieu of a portable gas station price sign, one gas price sign may be incorporated into an approved freestanding ground sign, subject to maximum size and height allowances for freestanding signs. Portable gas price signs shall have be limited to a maximum height from the ground of five (5) feet; illumination of portable gas price signs shall be limited to an external source or to an opaque face with illuminated letters sign graphics only;~~

I. ~~One lot identification sign per single-family dwelling in the R-1 district with the total area not to exceed two square feet;~~

J. ~~One neighborhood identification sign not exceeding a total of 12 square feet on all its faces and the height from the base of the sign to the top shall not exceed six feet;~~

J. ~~Real Estate signs conforming to GHMC 17.80.110(B).~~

K. ~~One nonelectric Non-electric portable signs not exceeding four square feet located on premises conforming to GHMC 17.80.060(H) and 17.80.100(F). (Ord. 691 § 1, 1995; Ord. 532 § 6, 1988. Formerly 17.80.050).~~

Section 4. Section 17.80.020 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

~~17.80.020~~ 17.80.030 Definitions.

The following definitions shall apply for the purpose of this code:

1. "Abandoned sign" means a sign that no longer correctly identifies, exhorts or advertises any person, business, lessor, owner, product or activity conducted or available on the premises where such sign is located and which has not been changed or removed within one hundred eighty (180) days of a tenancy change; or a sign which is damaged, in disrepair, or vandalized and not repaired within sixty (60) days of the damaging event.

2. "Advertising copy" includes any letters, figures, symbols, sign graphics, background colors, logos or trademarks which identify or promote the sign user or any product or service; or which provides information about the sign user, the building or the products or services available.

3. "Awning" means a shelter projecting from and supported by a structure or building wall and constructed of a rigid supporting framework and a flexible or non-rigid covering.
4. "Awning sign" means a sign applied to or incorporated into the covering of an awning.
5. "Building" means a roofed and walled structure built for permanent use.
6. "Bulletin board" means a board or small sign on which notices, community events or hours of operation are posted.
7. "Cabinet sign" means an internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a metal cabinet. A cabinet sign may be multi-sided.
8. "Code administrator" "Director" means the city's planning director, or the director's designee, who shall be authorized to administer and enforce all of the provisions of the sign code.
9. District, Sign.
 - a. "Area 1" - These includes those properties situated 300 feet back from the beginning and ending of the Olympic Drive freeway interchange, including those properties located within the Olympic Village and interchange area: in all B-2 zones except the B-2 zone in the vicinity of the Burnham Drive/Harborview Drive junction; and all C-1 zones except C-1 zones in the height restriction area.
 - b. "Area 2" includes all properties not defined under Area 1. The Westside business district outside the defined interchange area, the commercial zones on Pioneer Way and Kimball Drive and the commercial zones on the west side of Soundview Drive outside the Olympic Village interchange.
 - c. Area 3. The RB-1 zoning district along Soundview Drive, and all other commercial districts and residential areas.
10. "Double-faced sign" means a sign that has advertising copy on opposite sides of a single display surface or sign structure.
11. "Electric sign" means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper.
12. "Electronic sign" means a sign designed to allow changes in the sign graphics electronically.
13. "Event" means a current or planned activity or occurrence which involves a gathering of people or solicits their participation. In this context, an event does not include the commemoration of a holiday.
14. "Facade" means the entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.
15. "Festoon" means a strip or string of balloons which includes clusters or strings of balloons connected to a fixed object or vehicle on at least one end of the festoon.
16. "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a constant, random or irregular pattern or contains motion or the optical illusion of motion by use of electrical energy. Changing message centers shall not be considered flashing signs.
17. "Freestanding sign" means a sign supported by a pole(s) or mounted on a sign base and is not connected to or supported by any other structure.
18. Freeway Interchange Area. The freeway interchange of State Route 16 (SR-16) shall be the area between where the present or designed future on and off ramps to the highway are situated measured between the intersection of the fog line of the exit and on-ramps that are near SR-16. This designation applies to those properties situated 300 feet back from the freeway interchange. It is illustrated on Exhibit I and defines the area where signage may be oriented to SR-16, subject to the

provisions of Section 17.80.060(K).

19. "Frontage" means the linear distance of property along a street or highway.

~~13~~20. "Gas station price sign" means a sign advertising the price of motor fuel and contains no other business advertising.

~~14~~21. "Grade" means the elevation as measured at the relative ground level in the immediate vicinity of the sign.

21. "Holiday" includes all State holidays as defined under RCW 1.16.050, except Sunday.

~~15~~22. "Incidental sign" means a small nonelectric information sign four (4) square feet or less in area which pertains to goods, products, services or facilities which are available on the premises where the sign occurs and is intended primarily for the convenience of the public while on the premises.

23. "Internal illumination" means a source of lighting concealed entirely within a sign which makes sign graphics visible by transmitting light through a translucent or semi-translucent material.

~~16~~24. "Institutional sign" means a sign to identify educational, civic and religious institutions.

~~17~~25. "Landscaping" means the planned use of trees, shrubs and other living plant materials used in conjunction with a sign and other decorative features.

26. "Logo" means an identifying emblem or insignia containing sign graphics, symbols or colors typically used for identification and/or advertisement.

27. "Logo shield" means a logo contained within an area no greater than four (4) square feet, incorporated into a larger sign face or designed as an individual sign or a component of a sign containing individually mounted sign graphics.

~~18~~28. "Lot identification sign" means a sign to identify the occupants of the premises.

~~19~~29. "Mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.

~~20~~30. "Marquee" means a permanent structure attached to, supported by and projecting from a building and providing protection from the weather elements, but does not include a projecting roof. For purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee. This also includes canopies.

~~21~~31. "Neighborhood identification sign" means a sign to identify a particular residential area or development four acres or greater in size.

32. "Neon lighting" means illuminated tubing forming sign graphics or which is otherwise used as an exposed lighting source. For the purpose of this ordinance the term "neon" will be considered a generic term for this type of lighting regardless of the type of fluorescing gas or material contained within the tubing.

~~22~~~~33~~33. "Neon sign" means illuminated neon tubing neon lighting used to draw attention to a business or building in any manner, including (but not limited to) neon text, symbols sign graphics, logos or outlining of a building's architectural features. Neon signs shall not flash, oscillate or revolve.

~~23~~34. "Off-premises directional sign" means a permanently installed sign which provides directional information to a parcel located in the Gig Harbor area, but not located on the same parcel as the sign in question.

~~24~~35. "Off-premises sign" means a sign relating, through its message and content to a commercial or non-commercial business activity, use, product or service not available or conducted on the premises on which the sign is erected.

25 36. "On-premises directional sign" means a permanent sign that directs the public to a specific place such as an entrance, exit, or parking or service area, or a particular aspect of a business establishment.

2637. "On-premises sign" means a sign which carries only advertisements and messages strictly applicable to a lawful use of the premises on which it is located.

38. "Pan-channel" means a sign graphic that is constructed of a three-sided metal channel, usually having a light source contained within the channel. The open side may face inward, resulting in silhouette lighting, or it may face outward to allow full illumination. The open side of the channel may be enclosed with a translucent material.

2739. "Portable sign" means a free-standing sign made of any material, which by its design is readily movable and is not permanently affixed to the ground, structures or buildings.

2840. "Projecting sign" means a sign which is attached to and projects more than one foot from a structure, building face or marquee.

41. "Public event" means an event held no more than once a year by an individual sponsor, business or agency, and which is on a site normally associated with activities or uses other than the event, and which does not represent or promote a use, product or service normally associated with the site of the event. Special sales or promotions of products or services commonly available on the site, or which are readily available at a permanent outlet or site within the City, do not represent public events.

29 42. "Readerboard" means a sign face designed to hold readily changeable letters ~~sign graphics~~ allowing frequent changes of copy.

43. "Returns" are the exposed sides of pan-channel sign graphics and cabinet signs.

30 44. "Revolving sign" means a sign which rotates or turns in a circular pattern.

31 45. "Roof sign" means a sign supported by and erected on and above a roof, parapet or fascia of a building or structure (shall not include a sign erected on the face of a mansard roof).

32 46. "Sandwich board/sidewalk sign" means a portable sign consisting of two sign faces hinged at the top and separated at the bottom to make it self-standing.

47. "Seasonal decorations" mean temporary decorations for holidays which do not fall under the definition of a sign and which are installed no sooner than thirty (30) days before a holiday and removed no later than five (5) days after the holiday. Decorations which fall under the definition of a sign must conform to all provisions of the sign code.

33. "Sign" means any visual communication device, structure, or fixture which is visible from any right-of-way or waterway and is intended to aid the establishment in question in promoting the sale of products, goods, services, events or to identify a building, using graphics, letters, figures, symbols, trademarks or written copy. Steel, plastic or similar panels displaying corporate colors, logos or trademarks and as are common on corporate signature buildings to give identity to the business shall be considered signage. Corporate colors which conform to design guidelines as may be adopted by the city shall be excluded from this definition. Inflatable displays, figures, or product representations shall also be considered signage.

48. "Sign" means:

(a) any visual communication device, structure, or fixture which is visible from any public right-of-way or waterway placed for the promotion of products, goods, services, events or to identify a building, using sign graphics or trademarks; or

(b) Steel, plastic or similar panels displaying corporate colors, logos or trademarks and as are common on corporate signature buildings to give identity to the business (Corporate colors which conform to the City's Design Manual requirements for color shall be excluded from this definition of a sign); or

(c) Inflatable figures, balloons (in a display of six or more), festoons, streamers, spinners, product representations and advertisements for services which are attached to a fixed object or stationary vehicle.

34 49. "Sign area" means the entire area of a sign on which advertising copy, logos, trademarks, and business or corporate colors are to be placed. Sign structures and associated architectural embellishments, framework and decorative features which contain no written or advertising copy, which are not illuminated and which contain no logos or trademarks shall not be included. Sign area shall be calculated by measuring the area of the smallest rectangle, circle, triangle or parallelogram that can be drawn around all parts of the sign from the viewpoint exposing the largest sign surface area, including the sign face background, and including all spaces and voids between or within letters or symbols which comprise a single word, statement, description, title, business name, graphic symbol or message, excluding simple support structures. Sign supporting structures which are part of the sign display shall be included in the area of calculation.

50. "Sign graphics" include all lines, strokes, text, symbols and logo shields applied to a sign surface and does not include the background surface to which they are applied.

51. "Silhouette lighting", sometimes called "halo lighting" means lighting being emitted from the back side of pan-channel sign graphic which has the open side of the channel facing the wall or sign face it is mounted to, thereby silhouetting the sign graphics.

35 52. "Temporary construction sign" means a sign jointly erected and maintained on premises undergoing construction by an architect, contractor, subcontractor and/or materialman upon which property such person is furnishing labor or material.

36 53. "Temporary sign" means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard or other light materials, with or without frames, intended to be displayed for a limited time only and not permanently attached to a building or site.

54. "Trim caps" are the corner trim pieces holding the translucent materials or sign faces on pan-channel sign graphics and cabinet signs.

37 55. "Wall graphics" means a wall sign of which color and form are part of an overall design on the building.

38 56. "Wall plane" includes that portion of a facade which is contained on one general plane. If there is a shift in the facade, forward or back, a new plane is created. A single wall plane may contain windows and doors but it is generally a solid surface; notwithstanding the fascia of projecting porches or colonnades may be considered part of the wall plane the porch or colonnade projects from for calculating signage area.

39 57. "Wall sign" means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached and supported throughout its entire length, with the exposed face of the sign parallel to the plane of said wall or facade. Signs incorporated into mansard roofs, marquees or canopies shall be treated as a wall sign. (Ord. 691 § 1, 1995; Ord. 558 § 1, 1989; Ord. 532 § 3, 1988).

58. "Window Sign" means a sign that is mounted on, painted on or attached to a window, or is

placed within three (3) feet of the inside of a window or opening, or is within an enclosed display window (i.e., the display area in the window is separated from the main floor area by a wall, curtain or screen).

Section 5. Section 17.80.030 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

~~17.80.030~~ 17.80.040 Permit procedures.

The following regulations shall apply to all signs.

A. Permit Requirements. Signs located on public right-of-way ~~must conform to all provisions of this chapter, except that such signs~~ are exempt from the permit requirements of this section and shall be processed and administered as per Chapter 12.02 GHMC. No sign shall be installed, constructed, painted, structurally altered, posted or applied without first obtaining a sign permit from the ~~code administrator, director, except as allowed under the provisions of Section 17.80.020 or as otherwise~~ unless exempted by this chapter. A separate permit shall be required for each group of signs installed simultaneously on a single supporting structure. Thereafter, each additional sign erected on the structure must have a separate permit.

B. Permit Application Procedures. ~~Applications for signs shall be accompanied by~~ A complete application for a sign permit shall consist of:

1. Two site plans showing the location of the affected lot, building(s) and sign(s), showing both existing and proposed signs;
2. Two copies of a scaled drawing of the proposed sign or sign revision including size, height, copy, structural footing details, material specifications, method of attachment, illumination, front and end views of marquees, calculation for dead load and wind pressure, photograph of site and building marked to show where sign or marquee is proposed, and any other information required to ensure compliance with appropriate laws;
3. Written consent of the ~~sign owner and the~~ owner of the building, structure, or property where the sign is to be erected;
4. A permit fee as adopted by resolution of the city council;
5. Documentation demonstrating that the sign installer has a valid Washington State contractor's license when a sign requires a building permit unless the sign is being installed by the owner of the sign.

~~5~~ 6. Exemptions. The director may waive submission of plans and specifications when the structural aspect is of minor importance.

C. ~~Administrative Permit Processing~~ Requirements. ~~The code administrator shall ascertain that the sign installer has a valid Washington State contractor's license when a sign requires a building permit unless the sign is being installed by the owner of the sign. A sign permit shall be processed according to the procedures in Title 19 of the Gig Harbor Municipal Code, and is a Type II permit application.~~

~~17.80.050~~ Variances and Administrative Waivers

~~D~~ A. Variances. Any person may apply to the hearing examiner for a variance from the requirements

~~of this chapter. Variances shall be processed by the code administrator. The hearing examiner shall review a sign variance application in accordance with the applicable procedures established in Chapter 17.10 GHMC. In the examiner's determination whether a sign variance should be granted, the examiner will follow the applicable criteria in lieu of the criteria set forth in GHMC 17.66.030 (B)(1), (2), (3), (4) and (5): A variance may be requested from any requirement in this chapter, with the exception of the requirements described in GHMC Section 17.80.050(B), Administrative Waiver. The variance shall be processed as a Type III application, and the variance criteria described in the Zoning Code (GHMC Section 17.66.030) shall not be used to determine whether a variance may be granted. A variance may be approved if all of the following criteria are satisfied:~~

- ~~1. The granting of the variance would not be materially detrimental to the property owners in the vicinity and the variance sought is of minimum sign size, height, and scope to meet the conditions and needs of the applicant; and~~
- ~~2. The granting of the variance would not be contrary to the objectives of this chapter; and~~
- ~~3. The signage of the property in question cannot be adequately met under the literal interpretation and strict application of the chapter; and~~
- ~~4. The granting of the variance is necessary because of special circumstances relating to property location, topography, shape and size; site distance and limited view to property.~~

~~E B. Administrative Waiver - Design Restrictions. Restrictions pertaining to the location of a sign within architectural features of a building or to color of illumination as required in GHMC 17.80.033(B)(2) and 17.80.035(A) 17.80.090(B)(2) and 17.80.100(A) and 17.80.100 (C)(2) shall be observed unless a waiver is granted by the code administrator director. Waivers may be granted by the code administrator director upon a clear demonstration that all of the following conditions apply:~~

- ~~1. The proposed sign design is consistent with design guidelines in place at the time the waiver is requested the City's Design Manual;~~
 - ~~2. The building for which the waiver is requested lacks usable wall and/or fascia space common to newer buildings;~~
 - ~~3. The waiver shall not be granted for the purposes of increasing advertising effectiveness;~~
 - ~~4. 3 If colored illumination other than white or ivory is desired in Area 3 2, the proposed sign is not visible to any residents from residential property within 200 two-hundred (200) feet of the parcel the sign is located on;~~
 - ~~5. 4 All reasonable alternative locations for signage have been explored by the applicant.~~
- ~~(Ord. 691 § 1, 1995; Ord. 664 § 4, 1994; Ord. 558 § 2, 1989; Ord. 532 § 4, 1988).~~

Section 6. Section 17.80.060 of the Gig Harbor Municipal Code is hereby repealed as follows:

~~17.80.060 — Administration and enforcement.~~

~~The code administrator shall be responsible for enforcing the provisions of this code.~~

~~A. Removal of Signs. The code administrator or the public works director may order the removal of any sign erected, installed or maintained in violation of this chapter. Where there is no immediate threat to public safety or welfare, written notice shall be first given to the sign owner, the sign permittee or the owner of the property where the sign is placed, pursuant to Chapter 15.18 GHMC. Any sign located in the city's right-of-way which violates this chapter or Chapter 12.02 GHMC shall~~

be subject to immediate removal by the city. Temporary or sandwich board signs removed by the city may be reclaimed by the owner after paying the city's administrative costs associated with storage. Signs not reclaimed after five working days shall be deemed refuse and may be discarded by the city.

B. Cumulative Civil Penalty. In addition to any other remedy available to the city, a person violating or failing to comply with any of the provisions of this chapter shall be subject to the procedures for violation, hearing and penalties as set forth in Chapter 15.18 GHMC.

C. Nonconforming Signs:

1. Nonconforming sign(s) shall be required to be brought into compliance with this chapter upon the earlier occurrence of any of the following events:

a. Abandonment of the sign or premises;

b. Destruction of the sign beyond 50 percent of its value;

c. A change in the use of the property where the sign(s) is located requiring additional permits or approvals from the city; or

d. On June 1, 2002, provided that such time limitation may be extended for periods not to exceed two years at a time by the administrator upon the granting of a hardship variance as set forth in subsection (C)(2) of this section.

2. Hardship variances may be granted by the administrator to extend the time period for compliance with subsection (C)(1)(d) of this section, if the administrator finds that all of the following are true:

a. Strict compliance with the provisions of subsection (C)(1)(d) of this section may impose an undue hardship upon the sign owner. This showing of "undue hardship" may be met, for example, by the sign owner's demonstration that the sign has not fully depreciated for federal income tax purposes. A sign owner's expenditures toward improvement or repair of any nonconforming sign shall not be considered by the administrator in the showing of hardship.

b. Granting of the variance from the provisions of this chapter will not:

i. Depreciate or damage neighboring property;

ii. Create a safety hazard; or

iii. Be contrary to the purposes of this chapter.

c. The nonconforming sign has been and will be properly maintained. (Ord. 691 § 1, 1995; Ord. 585 § 1, 1990; Ord. 532 § 8, 1988. Formerly 17.80.070.)

Section 7. Section 17.80.031 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

17.80.031 ~~17.80.060~~ General regulations.

A. Sign District. ~~Three sign districts are created as designated on Map 1. The requirements of this chapter shall be applied to signs in all districts except for the special requirements to be imposed on signs located in each of the three districts.~~

B ~~A~~. Motion Signs Prohibited. No sign or any part of a sign shall be designed or constructed to be moving by any means, and shall not contain items such as banners, ribbons, streamers and spinners. These devices, when not part of any sign, are also prohibited. ~~Balloons may be permitted on signs if they conform to the provisions of Section 17.80.10(R).~~ Limited use of thematic flags, banners

and pennants which are complementary to a specific location or structure may be permitted upon approval of the director. This waiver is not intended to permit the use of numerous types of devices which as a result of wind pressure may move to a point of attracting attention of vehicular and pedestrian traffic.

Ⓒ B. Exposed Sign Supports. Exposed braces and angle irons are prohibited unless they are a decorative element in the sign structure (e.g., wrought iron "S" curve braces) or unless there are no other practical means of supporting the sign.

Ⓓ C. Flashing Signs. No sign shall have blinking, flashing, fluttering or moving lights or other illuminating device which has a changing light intensity or color, provided, however, temperature and/or time signs that conform in all other respects to this chapter are allowed.

Ⓔ D. Uniform Building Code Compliance. The structure and installation of all signs shall comply with the latest adopted edition of the city's building code. Such sign shall meet all other applicable provisions of this chapter.

Ⓕ E. Off-premises Directional Signs. Off-premises directional signs may only be allowed if a variance is granted pursuant to GHMC 17.80.030 (D) 17.80.050(A) If more than one business in an immediate area has need for an off-premises directional sign, all must be identified on the same sign.

Ⓖ F. Maintenance Required. All signs, together with all of their supports, braces, guys and anchors, shall be maintained in good repair and in a safe, neat, clean and attractive condition.

Ⓕ G. Illumination Restrictions.

1. Externally illuminated signs. Signs may be externally illuminated and shall conform to the City's Design Manual standards for lighting. The light directed on, or internal to, any sign shall be so shaded, shielded and/or directed so that the intensity or brightness shall not adversely affect safe vision of operators of vehicles moving on private or public property or pedestrians on a public right-of-way.

2. Internal illumination and neon. Electric signs shall not use incandescent bulbs for internal illumination. Lights on externally illuminated signs shall be so shielded as to contain the light to the sign surface only. Internally illuminated signs shall be limited, conform to the following:

a. Individual pan-channel sign graphics and emblems. Sign graphics and emblems (e.g., fully illuminated logo shields) shall not exceed twenty-one (21) inches in height.

b. Individual sign graphics using "halo" or "silhouette" lighting. Sign graphic height shall not be restricted on opaque sign graphics using "halo" or "silhouette" lighting where the light is reflected off the surface to which the sign graphics are mounted.

c. Internal illumination and neon lighting. All sign graphics which are internally illuminated, or illuminated with neon tubing, are limited to no more than twenty-one (21) inches in height, except that illuminated outlines and borders may extend to the height of the sign face. Sign faces may not be internally illuminated and must be sealed at the seams to avoid light leaks. However, design allowances for illuminated sign faces may be approved by the Design Review Board (DRB) under the provisions of Section 17.80.140 if the sign conforms to all of the following criteria:

i. Illumination may be the minimum required to reveal the background color, but no brighter.

ii. Color Value of the sign face shall be limited to the darker values which diminish glare. Intensity (or chroma) shall be dull or weak. These darker hues are naturally more

opaque due to their darker values.

d. Internally illuminated awning signs. Awning materials must be totally opaque. Only the sign graphics on an awning may be translucent.

individual pan-channel letters or to cabinet or awning signs with individual letters cut out of an opaque sign or awning face. Internally illuminated letters shall be limited to a letter height of 24 inches for the first letter of each word with the remaining letters limited to an 18-inch height maximum. Sign or awning materials must black out all light. Only the text may be translucent. Lighted signs visible from nearby residences shall have low or soft illumination or be shielded in a manner to not adversely affect such residents.

H. Portable Signs. Portable signs shall not exceed 12 square feet in sign area six (6) square feet per side and shall not exceed twelve (12) square feet total. Portable signs shall not exceed four (4) feet in height and not more than one such sign plus one portable sandwich board sign may be displayed per business. Portable signs must be located on the premises to which they relate, except real estate signs and those signs allowed under Section 17.80.100(F).

I. Abandoned Signs. Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located after the business or service advertised is no longer conducted on the premises.

J. Color and Material Restrictions. Reflective materials, brilliant luminescent or fluorescent colors shall be permitted for sign graphics and one logo shield per sign face only and may not be used on the background, field, or surface to which graphics or logo shields are applied. Materials which give the appearance of changing color or of movement are prohibited.

K. SR-16 Sign Orientation. Signage shall not be oriented for SR-16 visibility, except as follows:

1. Signage for existing establishments may be oriented to the road or parking lot providing primary access to the customer entrance.

2. Wall signage may be oriented toward designated freeway interchange areas as defined on Exhibit 1, provided all screening or buffering requirements specified in the City's Design Manual or zoning code are in compliance on the subject site, and provided that no more than one sign is visible from the interchange for any one business.

L. Wall Graphics. There are no restrictions on wall graphics except as regulated by the City's Design Manual for color, provided that they do not constitute advertising of a business, product, service or event normally subject to the provisions for painted signs.

17.80.070 Master Sign Plans

K. Master Sign Plan. Before a sign permit can be issued for any commercial multi-tenant building, All commercial buildings shall provide a master sign plan for the entire structure or project. A master sign plan shall be developed and approved by the City. Individual buildings on a single site may have separate master sign plans.

A. Required contents of master sign plans. The plan Master sign plans shall indicate the amount and location of signage allocated to each tenant space. The signage plan must be designed so that it establishes a common theme or design, uses similar construction methods, has compatible colors, lettering, lettering style, symbols, scale and size of signs and/or identical background. In addition, master sign plans shall specify from the following list of sign types which sign types are permitted on each building.

1. Individual pan-channel sign graphics - internally illuminated
2. Individual sign graphics - silhouette lighting
3. Individual cut-out sign graphics - no internal light source (e.g., wood, foam, brass)
4. Cabinet signs
5. Sandblasted or carved wood signs
6. Flat wood signs with hand-painted or vinyl graphics.
7. Neon signs
8. Awning signs
9. Fabric signs (e.g., banners)
10. Combination signs - signs which incorporate multiple sign types into one single sign in a specified or pre-determined fashion (e.g., individual pan-channel sign graphics combined with internally illuminated logo shields or reader lines; cabinet signs with neon mounted to the sign face; wood carved signs combined with metal cut-out sign graphics).
11. Other - The Director may approve other sign types which have specific and unique design characteristics which are visually distinct from other sign types described herein (e.g., mosaic signs, concrete formed signs, etc.).

B. Design limitations. No more than one sign type may be used on any one building, except that up to two sign types plus one combination sign (as described in the above list) are permitted on a single building provided that no more than one sign type is used on any single wall plane, and provided that the separate sign types used on one building have at least two of the following design elements in common with each other:

- a. Common colors on the background or text
- b. Common lettering style.
- c. Common size (e.g., a specified height common to each sign).
- d. Common materials

C. Sign structure color requirements. Regardless of whether one or three sign types are specified, all sign cabinets, trim caps, returns and all sign supports such as poles and braces, shall be of a common color.

D. Approval process. Sign plans shall be approved through the site plan review process except that existing buildings may have sign plans approved administratively by the Director. Owners, or owner's designees, of all AH existing multi-tenant projects or buildings shall submit a master sign plan prior to issuance of any new sign permits for said buildings. The Director may approve a master sign plan prepared by an owner or owner's designee.

E. Amendment procedures. Master sign plans shall be amended no more than once every five years, except that a plan may be amended more frequently if all signs approved under an existing master sign plan are in conformance, or are brought into conformance, with the provisions of the amended sign plan.

~~L. Color Restrictions. "Day-glo", fluorescent, or reflective colored materials that give the appearance of changing color or brilliant luminescent colors shall not be permitted. Additional color restrictions are defined for Area 3. Reflective materials, brilliant luminescent or fluorescent colors shall be permitted for sign graphics only. Materials which give the appearance of changing~~

color or of movement are prohibited.

~~M. Sign Orientation. Signage shall not be oriented for distant viewing. At least 70 percent of the allowed signage for a building shall be oriented to the road or main parking lot the project has direct driveway access to. The remaining signage may be oriented to the building side or rear, provided that the building has road frontage along that side or rear and provided that the signage is not oriented to the freeway or freeway interchange areas. (Ord. 691 § 1, 1995).~~

Section 8. A new Section 17.80.080 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.80.080 Sign Districts

Two sign districts are created as defined under Section 17.80.030(9). The requirements of this chapter shall be applied to signs in both districts except for the special requirements to be imposed on signs located in each of the two districts.

Section 9. Section 17.80.033 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

~~17.80.033~~ **17.80.090 Sign standards for Areas 1 and 2 Area 1.**

In addition to other applicable requirements of this chapter, signs located in Areas 1 and 2 **Area 1** shall conform to the following:

A. Freestanding Signs.

1. Height Measurement. Freestanding signs shall be measured from the highest point of the sign to the finished grade at the base of the sign support. Finished grade shall be the final grade approved through the site plan review process and shall not be increased for purposes of increasing overall sign height.

2. Height Standards. Freestanding ground signs shall not exceed eight feet in height.

3. Clearance Standards. Freestanding signs which abut the edge of a sidewalk shall have a maximum clearance of ~~27~~ **twenty-seven (27)** inches.

4. Maximum Sign Area. Fifty (50) square feet for a single side or ~~100~~ **one-hundred (100)** square feet total ~~both sides on all sides, not to exceed 50 square feet on any one side,~~ or one square foot of sign area for every three **(3)** feet of frontage the sign is located on, whichever is less.

5. Location. Freestanding signs may not be located on public property. The placement of freestanding signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.

6. Density. One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director. Commercial properties with more than ~~1,000~~ **one-thousand (1,000)** feet of continuous street frontage and with more than one **(1)** entrance may install a freestanding sign at each entrance, provided that no single sign exceeds the maximum sign area described under GHMC ~~17.80.033(A)(4)~~ **17.80.090(A)(4)**. Where there is frontage on more than one street, each frontage is treated independently.

7. Landscaping. Freestanding signs must be landscaped around the base of the sign.

a. Each sign shall have a landscaped area twice the size of the sign area. The landscaping and sign base shall be protected from vehicles by a six-inch high curb (or equivalent) at least three (3) feet from the sign base.

b. Landscaping shall be installed in the planting season closest to the date of the sign permit issuance. Signs installed after the planting season shall be landscaped by no later than the following planting season.

c. These requirements may be waived by the administrator if the sign is located in an area that is part of an approved overall site landscape plan.

B. Wall Mounted Signs.

1. Total Area. Painted or attached signs on any wall shall not exceed the following ratios: ~~Area 1 Two square feet of sign area to one lineal foot of commercial building front or 50 square feet of sign area, whichever is greater, is allowed each business provided that signage does not exceed 10 percent of the wall plane it is mounted to.~~

~~Area 2 One and one-half square feet of sign area to one lineal foot of commercial building front, provided that signage does not exceed 10 percent of the wall plane it is mounted to.~~

3 percent (3%) of the wall plane the sign is mounted to, except that signage covering up to ten percent (10%) of a wall plane is allowed if the wall plane conforms to all solid/void ratio requirements specified in the City's Design Manual, and if all on-premise yards on the side of the building the sign faces conform to all landscaping provisions of the City's Design Manual and of Chapter 17.78. In no case may a single sign exceed one hundred (100) square feet.

2. Architectural Details. Signs may not cover or obscure important architectural details of a building such as stair railings, turnings, windows, doors, decorative louvers, or similar elements intended to be decorative features of a building design. Signs must appear to be a secondary and complementary feature of the building facade. Wall signs must be located within architectural signs bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example, may provide an effective location for signage. Signs hanging between pillars and archways may also be an effective design solution. However, to avoid a "maxed out" appearance, signs shall be no larger than ~~70 seventy percent (70%)~~ of the width or height of the blank wall space or fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and wall. For example, a pillar between a door and window which is ~~30 thirty (30)~~ inches wide may have a sign which is ~~21 twenty-one (21)~~ inches wide.

3. Height Restriction. Wall signs shall not project above roof lines or fascia boards.

C. Window Signs.

1. Allowed Size. ~~Illuminated Window Signs. Where a window sign is utilized in place of a wall sign, the area standards contained in GHMC 17.80.033(B)(1) shall apply. Illuminated window signs shall conform to the total wall sign area standards in 17.80.090(B) and shall conform with all master sign plan requirements in 17.80.070.~~

2. Non-Illuminated Window Signs. Non-illuminated window signs are allowed in addition to the standards in 17.80.090(B), provided that they do not exceed fifty percent (50%) of the nominal window size (i.e., the window size as specified by the manufacturer). Additionally, non-illuminated window signs are not required to conform to the design standards of master sign plans.

~~2. Extra Sign Allowed. In addition to the area requirements of GHMC 17.80.033(B)(1), businesses are allowed one painted window sign identifying the business. The maximum area of these signs is six square feet.~~

~~3. Second Story Signs. Window signs above the first floor are not included in the maximum sign area of a site, and are allowed to businesses located above the first floor with a maximum area of one square foot of sign area for each lineal foot of window frontage.~~

D. Projecting Signs.

1. Surface Area. Projecting signs are limited to ~~32~~ thirty-two (32) square feet total both sides. Projecting sign area shall be deducted from the allowable wall signage determined under GHMC 17.80.033(B)(1) ~~17.80.090(B)(1)~~.

2. Clearance Requirements. All projecting signs must be at least eight ~~(8)~~ (3) feet above sidewalks and walkways and ~~15~~ fifteen (15) feet above vehicular ways.

3. Maximum Projection. Projecting signs shall have a maximum width of three ~~(3)~~ (3) feet with a maximum clearance of six ~~(6)~~ (6) inches from the building wall.

4. Design Restriction. Projecting signs may not be cabinet-type signs and may not be internally illuminated.

~~E. Sidewalk/Sandwich Board. One sidewalk or sandwich board sign per business building entrance (not to exceed one sign per business) may be permitted subject to the following:~~

~~1. Location. If allowed in public right-of-way such as a sidewalk, sandwich board signs shall be located next to the sidewalk curb edge in such a manner so as not to interfere with the opening of car doors, bus stops, loading zones, car or pedestrian traffic, as approved by the public works director. No sign may be located so as to create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises.~~

~~2. Hours of Display. Signs shall be located directly in front of the sponsoring business, within 12 feet of the building entrance and during business hours only.~~

~~3. Owner Liability. Owners of such signs shall assume liability for damage resulting from their use and shall provide the city with an appropriate legal document holding the city harmless for such resulting loss.~~

~~4. Allowed Size. Maximum allowable sign area shall be 12 square feet total both sides. Such signs shall have a maximum height of three feet and width of two feet located in front of the business.~~

~~5. Signs in Public Right-of-Way. In order to place a sandwich board or portable sign in the public right-of-way, the sign owner must comply with the requirements of this chapter as well as the requirements of Chapter 12.02 GHMC, Right-of-Way Permits.~~

~~F. Wall Graphics. There are no restrictions on wall graphics provided that they do not constitute advertising of a business or product normally subject to the provisions for painted signs. (Ord. 691 § 1, 1995).~~

Section 10. Section 17.80.035 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

17.80.035 ~~17.80.100~~ Sign standards for Area 3 ~~2~~.

The following sign standards shall apply:

A. Illumination. When illumination is desired in Area 3 2, the city encourages use of external light sources subject to the provisions of GHMC 17.80.034(H) 17.80.060(G)(1). Internally illuminated signs are permitted. Internal illumination is permitted on all signs except neighborhood identification signs, subject to the provisions of GHMC 17.80.034(H) 17.80.060(G)(2), except that illuminated text must be a light color contrasted against a dark background. Internally illuminated sign graphics are limited to white or ivory colors if the proposed sign is visible from residential property within 200 feet of the parcel the sign is located on;

B. Freestanding Signs.

1. Height Measurement. Freestanding signs shall be measured from the highest point of the sign to the finished grade at the base of the sign support. Finished grade shall be the final grade approved through the site plan review process and shall not be increased for purposes of increasing overall sign height.

2. Height Standards. Freestanding ground signs shall not exceed six (6) feet in height.

3. Clearance Standards. Freestanding signs which abut the edge of a sidewalk shall have a maximum clearance of 27 twenty-seven (27) inches.

4. Maximum Sign Area. Twenty-four (24) square feet for a single side or 48 forty-eight (48) square feet for both total on all sides. If a carved or sandblasted wooden sign is used, freestanding signs may be 30 thirty (30) square feet for a single side or 60 sixty (60) square feet total on all sides both sides.

5. Location. Freestanding signs may not be located on public property. The placement of freestanding signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.

~~6. Density. One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director. Commercial properties with more than 1,000 feet of continuous street frontage and with more than one entrance may install a freestanding sign at each entrance, provided that no single sign exceeds the maximum sign area described under GHMC 17.80.035(B)(4). Where there is frontage on more than one street, each frontage is treated independently.~~

6. Density. Freestanding signs shall be limited to the following number and locations:

a. Commercial. One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director. Commercial properties with more than one-thousand (1,000) feet of continuous street frontage and with more than one entrance may install a freestanding sign at each entrance, provided that no single sign exceeds the maximum sign area described under GHMC 17.80.100(B)(4). Where there is frontage on more than one street, each frontage is treated independently.

b. Residential. One freestanding neighborhood identification sign is permitted at each entrance to a residential neighborhood.

7. Landscaping. Freestanding signs must be landscaped around the base of the sign.

a. Each sign shall have a landscaped area twice the size of the sign area. If a carved or sandblasted wooden sign is used, landscaping may be reduced by 50 fifty percent (50%) for all grade level landscaping, or by 75 seventy-five percent (75%) if landscaping is contained in a raised

planter around the base of the sign. Raised planters must be at least ~~18~~ eighteen (18) inches high. Planter and organic materials shall be installed within ~~30~~ thirty (30) days of sign installation. The landscaping, sign base or planter shall be protected from vehicles by a six inch high curb stop or sidewalk edge at least three feet from the planter base.

b. Landscaping shall be installed in the planting season closest to the date of the sign permit issuance. Signs installed after the planting season shall be landscaped by no later than the following planting season.

c. These requirements may be waived if the sign is located in an area that is part of an approved overall site landscape plan.

C. Wall Mounted Signs.

1. Total Sign Area. ~~Painted or attached wall signs must meet each of the following size criteria:~~

~~a. Allowed Signage per Facade. The combined area of wall signs on a given facade shall not exceed one square foot of sign for every lineal foot of commercial wall upon which it is mounted.~~

~~a. Allowed Signage per Wall Plane. Total allowed signage in Area 2 shall not exceed three percent (3%) of the wall plane the sign is mounted to, except that signage covering up to eight percent (8%) of a wall plane is allowed if the wall plane conforms to all solid/void ratio requirements specified in the City's Design Manual, and if all on-premise yards on the side of the building the sign faces conform to all landscaping provisions of the City's Design Manual and of Chapter 17.78.~~

~~b. Individual Sign Size. No single wall sign shall exceed 50 fifty (50) square feet.~~

~~e. Allowed Signage per Wall Plane. Wall signage may not exceed 10 percent of the wall plane or surface it is mounted to (see definition of wall plane).~~

~~d. c. Increased Size Option. If a carved or sandblasted wooden sign is used, the sign size may be increased by 20 twenty percent (20%) of its underlying allowable sign area.~~

~~e. d. Size Restriction. Wall signs must meet the 70 seventy percent (70%) space coverage allowances described under the surface coverage requirements in GHMC 17.80.035(C)(2) 17.80.100(C)(2).~~

2. Architectural Details. Signs may not cover or obscure important architectural details of a building; they should appear to be a secondary and complementary feature of the building facade. Wall signs must be located within architectural signs bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example, may provide an effective location for signage. However, to avoid a "maxed out" appearance, signs shall be no larger than 70 seventy percent (70%) of the width or height of the blank wall space or fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and wall. For example, a pillar between a door and window which is 30 thirty (30) inches wide may have a sign which is 21 twenty-one (21) inches wide.

3. Height Restriction. Wall signs shall not project above roof lines or fascia boards.

D. Window Signs.

1. Allowed Size. ~~Illuminated Window Signs. Where a window sign is utilized in place of a wall sign, the area standards contained in GHMC 17.80.025(C)(1) shall apply. Illuminated window signs shall conform to the total wall sign area standards in 17.80.100(C)(1) and shall conform with all master sign plan requirements in 17.80.070.~~

2. Non-Illuminated Window Signs. Non-illuminated window signs are allowed in addition

to the standards in 17.80.100(C)(1), provided that they do not exceed 50 percent (50%) of the nominal window size (i.e., the window size as specified by the manufacturer). Additionally, non-illuminated window signs are not required to conform to the design standards of master sign plans.

~~2. Extra Sign Allowed. In addition to the area requirements of GHMC 17.80.035(C)(1), businesses are allowed one painted window sign identifying the business. The maximum area of these signs is six square feet.~~

~~3. Second Story Signs. Window signs above the first floor are not included in the maximum sign area of a site, and are allowed to businesses located above the first floor with a maximum area of one square foot of sign area for each lineal foot of window frontage.~~

E. Projecting Signs.

1. Surface Area. Projecting signs in Area 3 2 are limited to ~~32~~ thirty-two (32) square feet total for both sides. Projecting sign area shall be deducted from the allowable wall signage determined under GHMC ~~17.80.035(C)(1) and (D)(1)~~ respectively 17.80.100(C)(1).

2. Clearance Requirements. All projecting signs must be at least eight (8) feet above sidewalks and walkways and ~~15~~ fifteen (15) feet above vehicular ways.

3. Maximum Projection. Projecting signs shall have a maximum width of three feet with a maximum clearance of six inches from the building wall.

4. Design Restriction. Projecting signs may not be cabinet-type signs and may not be internally illuminated.

F. Sidewalk/Sandwich Board Portable Sign. One (1) portable sidewalk or sandwich board sign per customer building entrance (not to exceed one sign per tenant ~~thirty (30) feet of building frontage~~) shall ~~may~~ be permitted subject to the following:

1. Location. Signs shall be located on the premises or directly in front of the sponsoring business at a point on the sidewalk right-of-way which is closest to the building entrance. Signs shall be located in such a manner so as not to interfere with the opening of car doors, bus stops, loading zones, car or pedestrian traffic. No sign shall be located so as to create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.

2. Hours of Display. Signs may be displayed during business hours only.

~~3. Owner Liability. Owners of such signs shall assume liability for damage resulting from their use and shall provide the city with an appropriate legal document holding the city harmless for such resulting loss.~~

~~4. Allowed Size Height. Maximum allowable sign area shall be 12 square feet total both sides; height of portable sidewalk signs shall be three (3) feet. All other size requirements of portable signs described in Section 17.80.060(H) shall apply.~~

~~5. Signs in Public Right-of-Way. Right-of-Way Permit. In order to place a sandwich board or portable sign in the public right-of-way, the sign owner must comply with the requirements of this chapter as well as the requirements of Chapter 12.02 GHMC, Right-of-Way permits.~~

~~G. Wall Graphics. There are no restrictions on wall graphics provided that they do not constitute advertising of a business or product normally subject to the provisions for painted signs. (Ord. 691 § 1, 1995).~~

Section 11. Section 17.80.040 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

~~17.80.040~~ 17.80.110 Temporary signs.

Except for business signs described under subsection A of this section and balloon signs described under subsection F of this section, no permit is required for temporary signs. Temporary signs are not allowed to continually advertise goods, services, political messages or events on a site; permanent signs shall be used for that purpose. Temporary signs located within public right-of-way shall be subject to the requirements of Chapter 12.02 GHMC.

A. Exterior Business Signs. Such signs include grand opening signs, sale signs, promotional signs, quitting business signs, and other nonpermanent exterior signs used by businesses. Exterior business Business signs shall be limited to 20 ~~twenty~~ (20) square feet in size. No more than one (1) exterior business sign may be displayed at any one time for any one business or tenant. Exterior business Business signs may be displayed for no more than ~~60~~ sixty (60) cumulative days per calendar year. A permit is required for each exterior business sign.

~~B. Poster Signs.~~ Notwithstanding the business sign restrictions in subsection A, each business may continually display temporary poster-type signs. ~~Poster signs are allowed on the inside of windows only.~~

~~C.~~ B. Real Estate (On-Premises and Off-Premises Signs).

1. Residential "For Sale", "For Rent" and "Sold" Signs. Such signs shall be limited to one sign per street frontage not to exceed six (6) square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six (6) feet. One off-premises "For Sale" or "For Rent" sign no larger than two (2) square feet and no further from the subject house than the nearest arterial street intersection is permitted. No more than one (1) "For Sale" or "For Rent" sign may be used at any street intersection for any one developer, broker, seller or owner. No off-premises "Sold" signs are allowed. All real estate signs shall be removed within five (5) days of the final sale or rental.

If a development or subdivision with more than eight (8) parcels or units has more than ~~50~~ 25 percent (25%) of the parcels or units for sale at any one time by a single or joint developer, agent, or seller, signage shall be limited to one (1) project identification sign, no larger than ~~32~~ thirty-two (32) square feet, at the subdivision or project entrance with a map showing available lots or units by number. Each lot or unit may have a corresponding number sign not exceeding one (1) square foot.

2. Residential Directional "Open House" Signs. Open House signs are permitted only during daylight hours and when the broker/agent or seller is in attendance at the property for sale. No such sign shall exceed ~~five~~ six (6) square feet in sign area per side. The sign may be placed along the periphery of a public right-of-way, provided it does not interfere with traffic safety, but it may not be attached to a utility pole or traffic safety device.

3. Undeveloped Commercial and Industrial Property "For Sale or Rent" Signs. One sign per street frontage advertising undeveloped commercial property for sale or for rent is permitted while

the property is actually for rent or sale. The sign shall not exceed ~~32~~ thirty-two (32) square feet in sign area per side and six (6) feet in height.

4. Developed Commercial and Industrial Property "For Sale or Rent" Signs. Such signs shall be limited to one (1) sign per street frontage not to exceed sixteen (16) square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six (6) feet.

DC. Construction Signs. Sign copy shall be limited to information about a building under construction or being remodeled. Maximum duration shall be until construction is completed or one year, whichever is shorter. Maximum area shall be ~~32~~ thirty-two (32) square feet.

ED. Campaign/Political Signs. Campaign/political signs may be posted on private property or on the planting strip between the sidewalk and the street, which when such planting strip is immediately adjacent to the sign owner's property, provided that it does not present a safety hazard to pedestrian or vehicular traffic. ~~These signs may be posted for a period not to exceed 90 days.~~ If related to an event or election, such signs shall be removed within seven days after the event or election. It shall be the responsibility of the property owner, tenant or candidate to remove such signs as required by this section. Maximum sign area shall be ~~12~~ twelve (12) square feet. Maximum height shall be ~~three~~ six (6) feet.

FE. ~~Seasonal Decoration Signs and Signs Advertising a Public Event.~~ Signs Advertising a Public Event. Maximum duration shall be from one month before the event to five days after the event. ~~Because public events are allowed on a limited time basis and on sites not normally associated with the event, public event signs may be located off-premise within the City right-of-way, subject to the provisions of Chapter 12.02 GHMC, Right-of-way permits, or within the windows of buildings, subject to the building owner's approval and all other window sign requirements.~~ Signs shall be removed by the promoters of the event, or the city will remove such signs at the promoter's expense. (Ord. 691 § 1, 1995; Ord. 558 § 3, 1989; Ord. 532 § 5, 1988).

F. Balloon signs. Such signs include display of six (6) or more balloons, either individually or as festoons, connected to one or more fixed objects or vehicles. Balloon sizes shall not exceed eighteen (18) inches in any dimension. Balloon signs may be displayed for no more than sixty (60) cumulative days per calendar year. A permit is required for each balloon sign display.

G. Temporary window signs conforming to Section 17.80.020(E).

Section 12. Section 17.80.050 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

~~17.80.050~~ 17.80.120 Prohibited signs.

The following signs are prohibited:

- A. Signs which by coloring, shape, wording or location resemble or conflict with traffic-control signs or devices;
- B. Signs which the director of public works determines to be a safety hazard for pedestrian or vehicular traffic. Such signs may be removed if they already exist;
- C. Flashing signs or lights;
- D. Signs or parts of signs which revolve or otherwise have mechanical or motorized motion;
- E. Portable signs exceeding six square feet each side;

F. Signs attached to or placed on a vehicle or trailer parked on public or private property; provided, however, this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business. Franchised buses and taxis are exempt from this provision;

G. Off-premises signs, except as specifically allowed in this chapter;

H. Any sign affixed to or painted on trees, rocks or other natural features or utility poles;

I. Roof signs;

J. ~~All readerboard signs, including portable readerboard signs except such signs used for theaters or public schools;~~

K. ~~Signs that display the symbol, slogan or trademark of national brands of soft drinks or other products that do not form the bulk of the business transacted on the premises;~~

J. Electronic signs

L. Signs not meeting the requirements of this section. (Ord. 691 § 1, 1995; Ord. 558 § 4, 1989; Ord. 532 § 7, 1988. Formerly 17.80.060.).

Section 13. A new Section 17.80.130 is hereby added to the Gig Harbor Municipal Code as follows:

17.80.130 Nonconforming signs.

A. A sign is legally nonconforming if it is out of conformance with this code, and:

1. The sign was lawfully erected in compliance with the applicable sign ordinance of the city or county which was effective at the time of sign installation, and a valid permit for such sign exists; or

2. The sign was erected prior to January 1, 1992.

B. A sign must be brought into compliance with the requirements of this code unless it conforms to Section 17.80.130(A).

C. Changes to the sign face and sign graphics may be made to a legally nonconforming sign except that such changes must conform to this code as to colors, sign graphics, materials, and illumination. A permit for such changes must be obtained.

D. A legal nonconforming sign shall be brought into compliance with this ordinance or shall be removed if:

1. The sign is abandoned; or

2. The sign is damaged in excess of fifty percent (50%) of its replacement value, unless said destruction is the result of vandalism or intentional destruction or removal by someone not authorized by the sign owner; or

3. The owner seeks to change the sign structure supporting, holding, or surrounding the sign, other than minor maintenance or repair;

4. The tenant space(s) to which the sign applies is undergoing an expansion or renovation which increases the size of the tenant space floor area or site coverage area by twenty percent (20%) or more, unless the sign is brought into conformance under the provisions of Section 17.80.130(E).

5. The building to which the sign applies is demolished.

E. An owner of a nonconforming sign may, under the provisions of Section 17.80.140, request the Design Review Board (DRB) to approve a design allowance deeming the sign conforming if the

DRB makes all findings of fact specified for the following sign types:

1. Signs attached to buildings.

a. The sign is not a dominant feature on a blank wall, but is positioned within architectural features of a building specifically designed and intended for signage, such as parapets, sign bands, or fascias, or is positioned between other architectural features such as doors, windows or projections which provide architectural relief and detailing.

b. The sign is smaller than the architectural space the sign fits within so as to leave wall reveal around all sides of the sign.

c. The sign face conforms to all restrictions on background illumination and sign color.

d. The sign is consistent with the intent and general scope of the sign code and Design Manual standards.

2. Freestanding signs.

a. The sign has design features which reflect design elements of surrounding structures, or the sign is incorporated into a landscaped area with large and mature plantings which provide a backdrop to the sign and which are at least as tall as the sign.

b. The sign has the characteristics of a monument sign rather than a pole sign (e.g., the base of the sign support where it meets the ground is at least as wide as the sign face).

c. The sign is consistent with the intent and general scope of the City's sign code and Design Manual standards.

Section 14. A new Section 17.80.140 is hereby added to the Gig Harbor Municipal Code to read as follows:

17.80.140 Design Review Board Approval.

Those sections of this chapter which require a determination by the Design Review Board shall be processed as a design allowance in accordance with GHMC Chapter 17.98.035, and not as a design variance.

Section 15. Section 17.80.080 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

~~17.80.080~~ 17.80.150 Liability.

This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, building, altering, constructing, or removing any sign for damages to anyone injured or damaged either in person or property by any defect or action therein, nor shall the city, or any agent thereof, be held as assuming such liability by reason of permit or inspection authorized herein or a certificate of inspection issued by the city or any of its agents. (Ord. 532 § 9, 1988).

Section 16. Severability. If any section, sentence, clause or phrase of this ordinance should be held

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

Section 17. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

Section 18. Transmittal to DCTED. The Planning Director is hereby directed to send a copy of the final ordinance as adopted by the City to DCTED within ten days after adoption (WAC 365-195-620).

Section 19. Copies to County Assessor. The Planning Director is hereby directed to send a copy of the final ordinance as adopted by the City to the Pierce County Assessor, pursuant to RCW 35A.63.260.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Mark E. Hoppen, City Administrator

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF *Steve Dugan*
**SUBJECT: PROPOSED REVISIONS TO CHAPTER 17.98 REDEFINING THE DESIGN
REVIEW PROCESS - SECOND READING**
DATE: MARCH 18, 1998

INTRODUCTION/BACKGROUND

A first reading of the proposed ordinance to amend Chapter 17.98 was held on February 23, 1998 and continued to the March 9, 1998 meeting.

Since that time, Legal Counsel has recommended changes to the ordinance including a number of format changes, changes to the title of the ordinance, changes to the Section numbers of the ordinance, and additional statements of process in the ordinance. None of these changes affect the actual language that would be incorporated into Chapter 17.98 of the zoning code.

RECOMMENDATION:

A draft ordinance to adopt the amendments of the sign code is attached. There have been no changes to the ordinance since the Council originally reviewed it at the first reading. It is therefore not necessary to have another public hearing on this proposal. The Council may therefore take action on this item. The staff recommends approval of the proposed amendments to Chapter 17.98 as proposed in the attached amendment.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO LAND USE AND DESIGN REVIEW, MAKING VARIOUS CHANGES TO THE DESIGN REVIEW STANDARDS AND APPLICATION REVIEW PROCEDURES FOR CONSISTENCY WITH RECENT CHANGES TO THE SIGN CODE, AND MAKING CHANGES FOR CONSISTENCY WITH THE PROJECT PERMIT PROCESSING REQUIREMENTS IN TITLE 19 OF THE GIG HARBOR MUNICIPAL CODE, REQUIRING THAT ALL OUTDOOR PROPOSALS COMPLY WITH THE DESIGN REVIEW MANUAL AND ALL OTHER APPLICABLE CODE REQUIREMENTS, SPECIFYING THE APPLICABILITY OF THE HISTORIC DISTRICT DESIGN SECTION, CLARIFYING AND DESCRIBING THE DIFFERENCE BETWEEN DESIGN ALLOWANCES AND DESIGN VARIANCES, IDENTIFYING THE TYPE OF DESIGN REVIEW APPLICATION FOR PURPOSES OF PROCESSING UNDER TITLE 19, CLARIFYING THE OPTIONAL DESIGN REVIEW PROCESSING PROCEDURES FOR REVIEW OF APPLICATIONS BY THE DESIGN REVIEW BOARD OR THE PLANNING DIRECTOR, CLARIFYING THE ADMINISTRATIVE APPEAL PROCEDURES FOR DESIGN REVIEW, AMENDING SECTIONS 17.98.020, 17.98.030, 17.98.040, 17.98.050 AND 17.98.060; AND ADDING A NEW SECTION 17.98.035 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Planning Commission has proposed amendments to the City's sign code which would allow the City's Design Review Board (DRB) to make decisions on specified sections of the sign code; and

WHEREAS, there are currently no defined provisions in GHMC Chapter 17.98 which allow the DRB to review or act on regulations outside the City's Design Manual; and

WHEREAS, it is expected that future amendments to the City's zoning code will also include criteria for DRB consideration of specified sections of the zoning code; and

WHEREAS, the Planning Commission's recommendation to amend the sign code includes a recommendation to amend Chapter 17.98 to provide a process for DRB consideration of all sections of the zoning code (including the sign code) which provide a criteria for DRB review; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to Chapter 17.98 on December 4, 1997 to accept public testimony on the proposed amendments.

WHEREAS, the City sent copies of the proposed amendments to Section 17.98 to DCTED at least 60 days prior to final adoption as per WAC 365-195-620(1) and RCW 36.70A.106.

WHEREAS, the City Council reviewed, acted upon and invited public participation on the proposed amendments to Chapter 17.98 as follows:

1. The City Council held a public hearing on the proposed amendments of Chapter 17.98 on February 11, 1998 to accept public testimony on the proposed amendments.
2. The City Council held a first reading of the proposed amendments of Chapter 17.98 on February 23, 1998, which first reading was continued to March 9, 1998.
3. The City Council held a second reading of the proposed amendments on March 23, 1998.
4. The City Council held a final public hearing on _____, 1998.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. The caption of Chapter 17.98 of the Gig Harbor Municipal Code is hereby amended as follows:

Chapter 17.98

DESIGN STANDARDS AND REVIEW*

Sections:

- 17.98.010 Intent.
- 17.98.020 Design manual.
- 17.98.030 ~~Design Manual~~ Applicability.
- ~~17.98.035~~ ~~Design Allowances~~
- 17.98.040 Design review application requirements.
- 17.98.050 Design review and project approval.
- 17.98.060 Variances.
- 17.98.070 Appeal of director's or DRB's decision.
- 17.98.080 Design Review Decision Chart.

*Code reviser's note: Section 2 of Ord. 735 provides as follows:

~~Applicability and Review of Historic District Design Section. The Historic District Design section of the design manual shall be mandatory for the entire Historic District, except that in the R-1 zone within the Historic District, development may, at the option of the property owner, conform strictly to either the standards of Chapter 17.16 GHMC or the standards contained in the Design Manual. The Design Manual shall be reviewed by the Planning Commission two years after the date of adoption of this ordinance to evaluate its effectiveness.~~

Section 2. Section 17.98.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.020 Design manual.

The city's design standards are ~~primarily~~ contained in the design manual which is hereby adopted by the city. A copy of the design manual is on file with the city clerk. In those cases where the design manual is found to be in conflict with performance standards of the zoning code, the standards in the

design manual shall prevail. (Ord. 735 § 1, 1996). The Design Manual shall be reviewed by the Planning Commission two years after the date of adoption of this ordinance to evaluate its effectiveness.

Section 3. Section 17.98.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.030 Design Manual Applicability.

A. General Applicability. The design manual applies to all proposals to build, locate, construct, remodel, alter or modify any facade on any structure or building or other visible element including, but not limited to, landscaping, parking lot layout, signs, outdoor furniture in public or commercial locations, outdoor lighting fixtures, fences, walls and roofing materials (hereafter referred to as outdoor proposals), as described in the design manual. Design review approval is required for all outdoor proposals which require a building permit, clearing and grading permit or which are part of a project or development requiring site plan, conditional use, or city council approval. (Ord. 735 § 1, 1996). All outdoor proposals, whether requiring permits or not, must comply with adopted development and design standards. Specific application requirements may be waived by the Planning Director if they are found to be unrelated to the proposed project, or if the application requirements are addressed under a separate and concurrent application.

B. Applicability and Review of Historic District Design Section. The Historic District Design section of the design manual shall apply to all activities described in subsection (A) above in the entire Historic District, except that in the R-1 zone within the Historic District, development may, at the option of the property owner, conform strictly to either the standards of Chapter 17.16 GHMC or the standards contained in the Design Manual. Exercise of this option by the property owner shall not affect the City's ability to require compliance with all other applicable codes.

Section 4. A new Section 17.98035 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.98.035 Design Allowances

All sections of Title 17 which provide a criteria for DRB decision making shall be considered criteria for design allowances and not design variances. Design allowances shall be processed as a Type II application in accordance with all design review application and review criteria of this chapter.

Section 5. Section 17.98.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.040 Design review application requirements.

Application for design review, whether administrative or through the city's design review board (DRB), shall be submitted in such detail as to allow the review of the specific project on the merits

of the city's design manual and other applicable city codes. A formal Design Review Application must be submitted for any project requiring City approval or permits, or for any project which will be reviewed by the DRB.

Projects which require design review in one or more of the categories listed under 17.98.040 (A - E) shall be reviewed under one application addressing each category under review, or under a separate application for each individual category. ~~may be reviewed in one complete application or may be reviewed by category.~~ To be considered complete, the following information must be submitted with applications for each category of requested design review.

A. Site Plan Review.

1. Site Plan. A site plan, drawn to scale no smaller than one inch equals 30 feet showing location and size of all structures, buffer areas, yards, open spaces, common areas or plazas, walkways, vehicle areas.
2. Vegetation Plan. A significant vegetation plan which accurately identifies the species, size and location of all significant vegetation within the buildable area and within five feet of all setback lines.
3. Landscape Plan. A preliminary landscape plan showing the species size and location of all significant natural vegetation to be retained.
4. Site Section Drawings. Section drawings which illustrate existing and proposed grades in specified areas of concern as identified by the staff. Alternatively, a topographic map delineating contours, existing and proposed, at no greater than five-foot intervals and which locates existing streams, marshes and other natural features may be submitted.
5. Grading and Drainage Plan. An accurate grading and drainage plan which indicates all cuts, fills and required areas of disturbance necessary to construct all retaining walls and structures.
6. Utilities Plan. A utilities plan showing location of utilities in relation to landscape and buffer areas (utility plan must be consistent with proposed areas of non-disturbance).

B. Landscaping and Paving Review.

1. Final Landscape Plan. A final landscape plan showing type, size, species, and spacing of all retained and new vegetation.
2. Irrigation Plan. Showing irrigation of all domestic vegetation.
3. Paving Materials. Description of all pedestrian and vehicular paving materials. Descriptions must specify type, color and/or texture.

C. Architectural Design Review.

1. Elevation Drawings. Complete elevation drawings of all buildings showing all trim details, dimensions and proposed materials including roofing, siding, windows and trim.
2. Sign Plan. A master sign plan or individual sign plans showing the location of signage on buildings, proposed sign colors, materials, design and methods of illumination, consistent with Chapter 17.80 GHMC.
3. Architectural Lighting Details. Details on all lighting proposals which affect architectural detailing (e.g., indirect lighting), or which are for architectural enhancement.
4. Screening Details. Details on how all mechanical and utility equipment will be screened.

D. Color and Material Review.

1. Color Palette. A color palette of the building's exterior including roof, siding, trim.
 2. Material Samples. Sample colors of all factory finished materials including roofing and masonry materials.
 3. Fencing Details. Color, type and specification of all fencing and screening materials.
- E. Outdoor Lighting and Accessories Review.
1. Light Fixture Details. The type, model, color, location, height, and area of illumination for all outdoor light fixtures.
 2. Accessory Details. The type, model, color, and location of all outdoor furniture, trash receptacles, and accessories. (Ord. 735 § 1, 1996).

Section 6. Section 17.98.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.050 Design review and project approval.

Design review shall be processed by the director as a Permit Application Type II (refer to GHMC Title 19), or may be reviewed at a public meeting by the city's design review board (DRB), as follows:

A. Project Review Time. Design review must be completed as defined in GHMC Title 19, except that if an applicant requests DRB review under GHMC 17.98.050(B)(1) below, the DRB review option is requested, the applicant must submit a signed statement waiving rights to be reviewed under the time limits defined in GHMC Title 19. An applicant may also be requested to sign a waiver of GHMC Title 19 time limitations, if the applicant chooses to allow the planning director additional time under Section 17.98.050(B)(2). A waiver of GHMC Title 19 time limitations may also be issued if the applicant chooses to grant the planning director additional time for the director's review.

B. Project Approval. All outdoor proposals must comply with the design manual and zoning code development standards. Outdoor proposals shall be reviewed according to the following review options:

1. Design Review Board (DRB) Approval. Outdoor projects which conform to the general requirements of the design manual (as defined within the design manual) or DRB review criteria for design allowances specified in the zoning code shall be approved by the DRB unless the DRB makes specific findings for denial as defined in GHMC 17.98.030(C) 17.98.050(C). The DRB shall issue a written decision on the proposal within 14 days of full-quorum DRB review, unless the DRB and the applicant agree to continue review of the proposal to the next DRB public meeting.

2. Director Approval. Outdoor proposals which conform to the specific requirements of the zoning code and design manual (as defined within the design manual) shall be approved by the planning director (or designee). The planning director's decision shall be issued in writing.

C. Project Denial. The planning director (or designee) shall deny projects or portions of projects which he/she finds are not in compliance with the specific requirements of the design manual. The applicant may appeal the director's decision to deny a project to the design review board if he or she believes the director interpreted the specific requirements of the design manual incorrectly, or if he or she believes that the project conforms to the general requirements of the design manual. Projects

may be denied by the DRB if it finds that the project does not comply with the specific or general requirements of the design manual, or if it finds that the project does not conform to the DRB review criteria in specified sections of the zoning code.

D. Notice of Decision. For projects requiring site plan approval, notice of the staff director or DRB decision on the project design shall be included in the site plan staff report to the hearing examiner.

E. Site Plan Review Design Amendments. Design approval as granted by the planning director or DRB shall not be revisited by the hearing examiner except upon appeal or where specific health/safety considerations as determined by the hearing examiner require changes to a site plan. Changes to project designs resulting from site plan review shall be consistent with the specific or general requirements of the design manual as determined by the hearing examiner. (Ord. 735 § 1, 1996).

Section 7. Section 17.98.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.060 Variances.

A. Required Findings. Variances from the requirements of the design manual may be granted by the DRB as a Type II application, except that variances affecting height and setbacks which exceed the limitations established in GHMC 17.66.020(A) must be reviewed by the hearing examiner as per the Type III general variance procedures established in GHMC 17.66.030. Before a design variance can be granted, the design review board shall make findings of fact setting forth and showing that all of the following circumstances exist:

1. Special conditions and circumstances exist which render a specific requirement of the design manual unreasonable, given the location and intended use of the proposed development;
2. The special conditions and circumstances are characteristic of the proposed general use of a site and not of a specific tenant;
3. The special conditions and circumstances are not representative of typical retail, professional office or residential-type development which may be allowed within the zoning district;
4. The requested variance is based upon functional consideration rather than economic hardship, personal convenience or personal design preferences;
5. Architectural changes in the project design as a result of the variance have been sufficiently compensated by other architectural embellishments, and site plan changes as a result of the variance have been sufficiently compensated by other site amenities; and
6. The requested variance will not result in a project which is inconsistent with the intent and general scope of the design manual standards.

B. Notice. Notice of variances affecting ~~increased height or setbacks~~ approved by the DRB under the increased height options described in the Design Manual shall be sent to owners of all contiguous parcels. (Ord. 735 § 1, 1996).

Section 8. Section 17.98.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.070 Appeal of director's or DRB's decision.

The planning director's decision may be appealed to the ~~DRB Hearing Examiner~~ if the applicant believes the director interpreted the specific requirements of the design manual incorrectly, ~~or if the applicant believes his or her project conforms to the general requirements of the design manual.~~ The decision of the DRB may be appealed to the hearing examiner by ~~the applicant, parties of record, or contiguous property owners,~~ if the parties of record believe that the DRB interpreted the general requirements of the Design Manual incorrectly. Appeals are subject to the provisions of Chapter 19.06 GHMC. (Ord. 735 § 1, 1996).

Section 9. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 10. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

Section 11. Transmittal to DCTED. The Planning Director is hereby directed to send a copy of the final ordinance as adopted by the City to DCTED within ten days after adoption (WAC 365-195-620).

Section 12. Copies to County Assessor. The Planning Director is hereby directed to send a copy of the final ordinance as adopted by the City to the Pierce County Assessor, pursuant to RCW 35A.63.260.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Mark E. Hoppen, City Administrator

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: MARCH 5, 1998
SUBJECT: HOTEL – MOTEL TAX - PROPOSED USES

BACKGROUND

The Lodging Tax Advisory Committee held meetings Wednesday, March 4, and Monday, March 16.

FINANCIAL CONSIDERATIONS

The Hotel – Motel Tax Fund 1998 budget is \$21,100.

The committee proposes the following expenditures:

- **\$11,000** for the Chamber of Commerce for the following uses; \$5,000 for the hiring of a marketing consultant to develop a cohesive marketing strategy and image for the City; \$3,000 to create a Lodging Brochure which will include a map of the City and highlight points of interest within the city; and \$3,000 to purchase advertising in regional travel publications.
- **\$2,000** for the Historical Society for the following uses; \$1,400 for rack cards and distribution, \$500 for development of a website, and \$100 for membership in the Tacoma/Pierce County Visitor and Convention Bureau.

Taking into account the expenditures noted above, the remaining budget in the Hotel-Motel Tax Fund is **\$8,100**. Proposals for use of these remaining funds should be submitted to the committee for consideration.

RECOMMENDATION

Staff recommends consideration of the expenditures noted in the attached resolution.

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TAXES, AUTHORIZING USE OF THE FUNDS IN THE CITY'S HOTEL-MOTEL TAX ACCOUNT FOR CERTAIN LIMITED PURPOSES.

WHEREAS, the City has a Lodging Tax Advisory Committee, formed for the purpose of suggesting expenditures of the City's Hotel-Motel Tax funds to the City Council; and

WHEREAS, the Committee has proposed that certain expenditures be made of the funds in the City's Hotel-Motel Tax account; now, therefore,

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

Section 1. The City Council hereby adopts the committee's proposal, and authorizes the expenditure of the funds in the Hotel-Motel Tax account as follows:

- A. Ten Thousand Dollars (\$11,000.00) shall be given to the Chamber of Commerce, to be used as follows: Five Thousand Dollars (\$5,000.00) to hire a marketing consultant to develop a cohesive marketing strategy and image for the City; Three Thousand Dollars (\$3,000.00) for the creation of a Lodging Brochure, which will include a map of the City and highlight points of interest within the City; and Three Thousand Dollars (\$3,000.00) for the purchase of advertising to advertise the City of Gig Harbor as a tourist attraction in regional travel publications.

- B. Two Thousand Dollars (\$2,000.00) shall be given to the Historical Society, to be used as follows: One Thousand Four Hundred Dollars (\$1,400) for rack cards and distribution (Rack cards are leaflet-type advertisements, which are placed in lobby advertising racks); Five Hundred Dollars for development of a website, to be used for promotional purposes; and One Hundred Dollars (\$100) for the Historical Society's membership in the Tacoma/Pierce County Visitor and Convention Bureau in order to take advantage of free and discounted regional advertising.

Section 2. The City Finance Director is authorized to issue the necessary warrants to distribute the funds as described above.

RESOLVED this ____ day of _____, 1998.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. 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.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: COMMUNICATIONS EQUIPMENT MAINTENANCE AGREEMENT
DATE: MARCH 10, 1998

INTRODUCTION/BACKGROUND

The City has used the services of the Pierce County radio shop for maintenance of two-way radio communications equipment for many years. The agreement for this service is renewed on an annual basis.

ISSUES/FISCAL IMPACT

Services are used only on an as-needed basis, and funds have been budgeted for this purpose.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the attached "Agreement for Communications Maintenance Program" with Pierce County for maintenance of Public Works Department radio communications equipment during the 1998 calendar year.

AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made January 1, 1998, between PIERCE COUNTY, herein referred to as "County", and GIG HARBOR PUBLIC WORKS referred to as GH PUBLIC WORKS.

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between GIG HARBOR PUBLIC WORKS and PIERCE COUNTY.

SECTION II. TERM OF AGREEMENT - TERMINATION

This agreement shall commence as of January 1, 1998 and terminate on December 31, 1998. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of GH PUBLIC WORK's radio communications system previously agreed to or requested in writing by GH PUBLIC WORKS shall be carried out by County, according to schedules or arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from GH PUBLIC WORKS, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County radio shop, which shall include installation of radio equipment in all GH PUBLIC WORK's vehicles.

SECTION IV. FEES

GH PUBLIC WORKS Shall reimburse the County for its services describes above, at the rate of Sixty-Five (\$65.00) Dollars per hour from 7:30 a.m. through 3:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by GH PUBLIC WORKS. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County, except that prior written authorization by GH PUBLIC WORKS Shall be required for materials or parts in excess of Five Hundred (\$500) Dollars. Payment shall be made by GH PUBLIC WORKS within thirty (30) days of presentation of invoice, listing time, parts and materials by the County.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, GH PUBLIC WORKS shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify GH PUBLIC WORKS against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused directly or indirectly by any defect or error in, or any negligence or error, in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of GH PUBLIC WORKS. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of GH PUBLIC WORKS. If this agreement is assigned without GH PUBLIC WORKS's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions hereinbefore set forth.

SECTION VII. GOVERNING LAW

This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 19 ____.

GIG HARBOR PUBLIC WORKS

PIERCE COUNTY

BY: _____
Authorized Signatory

Steven C. Bailey, Director
Department of Emergency Management
Radio Communications Division



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF GIG HARBOR TO PROVIDE STREET AND TRAFFIC MAINTENANCE SERVICES
DATE: MARCH 13, 1998

INTRODUCTION/BACKGROUND

In the past, the Public Works Department has worked on an informal basis with other public agencies to augment maintenance capabilities, such as ditch and shoulder maintenance, pavement marking and patching, and traffic signal and signal controller maintenance. During the past year, these agencies have advised that they are no longer able to provide such assistance on an informal basis. This presents a special dilemma for traffic signal and signal controller maintenance, and limits both our routine and non-routine street maintenance capabilities.

Staff was unable to locate a private company either able or willing to undertake traffic signal and signal controller maintenance responsibilities, even on a "call-out" basis. Staff also explored the possibility of interlocal agreements with several local agencies. However, Pierce County was the only agency that expressed an interest, and willingness to accommodate the City's needs, including the text of the interlocal agreement.

The attached agreement provides staff the ability to maintain traffic signals and signal controllers, and to supplement current maintenance capabilities. The agreement anticipates that City staff will coordinate and work with Pierce County staff for the efficient delivery of identified, and needed services.

FISCAL/POLICY CONSIDERATIONS

Funds are available for the work that will be performed under this agreement. The County has executed similar agreements with the Cities of University Place and Lakewood based on their respective capabilities and requirements.

RECOMMENDATION

Staff recommends that the Council move and approve execution of the attached Interlocal Agreement between Pierce County and the City of Gig Harbor to Provide Street and Traffic Maintenance Services.

**INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF GIG HARBOR
TO PROVIDE STREET AND TRAFFIC MAINTENANCE
SERVICES**

THIS INTERLOCAL AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "County"), and the **CITY OF GIG HARBOR**, a municipal corporation of the State of Washington (herein referred to as "City"), and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the City.

WHEREAS, the City has determined that it is in the City's interest to contract with the County for certain street and traffic facility maintenance services; and

WHEREAS, the County is capable of providing certain street and traffic facility maintenance services to the City; and

WHEREAS, the parties are authorized to enter into service agreements by virtue of the Interlocal Agreement Act, Chapter 39.34 RCW;

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

SECTION 1. PURPOSE. The purpose of this Agreement is to memorialize the Agreement reached between the City and the County for the provision of street and traffic maintenance services by the County to the City and its residents.

SECTION 2. COUNTY AND CITY COORDINATION. The County will provide street and traffic services on an as-needed basis and as directed by the City. Each service performed by the County will be approved by the City prior to performance of said work except in cases where work is necessary to preserve public safety or property. The services performed will be used as the basis of billing by the County.

The County will identify specific liaisons for both street and traffic maintenance services to direct the delivery of services from the County to the City. The City will identify a liaison responsible for authorizing work to be done on the City's behalf. The liaisons will also be responsible for determining a schedule for the reporting of actual work performed by the County on behalf of the City including the level of detail required for such reporting.

SECTION 3. COUNTY RESPONSIBILITIES.

3.1 County to Provide Certain Street Maintenance Services. The County will provide certain street maintenance services, which are included, but not limited to those services described in Exhibit "A", attached hereto and incorporated by this reference, within the incorporated area. Delivery of services will generally be consistent with the County's adopted Maintenance and Quality policies and any subsequent amendments thereto. In the event the City requests and the County agrees to provide services not identified within Exhibit "A", the County will bill the City for those services utilizing the billing criteria in Section 5 of this Agreement.

3.2 County to Provide Certain Traffic Maintenance Services. At the request and authorization from the City for each instance and function, the County will provide emergency traffic signal call-out services and signal electronic repair for

City traffic signals as described in Exhibit "A". Prior to directing the County to provide said services, City personnel will review the signal concern in the field to determine if County forces are required and to secure the safety of the location as needed. The City may also request that the County provide routine traffic signal relamping services in accordance with this Agreement.

The City shall provide an emergency back-up signal timing plan on a form provided by the County, to be used in the event an existing signal controller has to be changed out under an emergency traffic signal call-out condition. The City shall be responsible for any appropriate signal timing changes and other signal engineering support.

- 3.3 County to Provide Certain Emergency Services. Emergency services to protect public safety and/or property will be handled as the County and City liaisons deem necessary pursuant to Section 2, with the County, however, having final authority to decide such matters, unless it receives advance written instructions concerning emergency services from the City. Said instructions will constitute an act of the City for purposes of Section 7, "Indemnification and Defense".

Emergency services may include, but are not limited to, unusual weather conditions that necessitate snow and ice control, slide removal, repairing or preventing flood damage to streets and street rights-of-way. Should the County's determine that certain emergency services are necessary, the City liaison will be informed within twenty-four (24) hours of the performance of the emergency services. The City liaison shall have the authority to suspend the performance of said emergency services at any time.

The City will be responsible for disposal of any debris or material collected by the County from within the incorporated area in the performance of emergency services unless the City explicitly authorizes the cost of disposal to be included in the cost of providing the emergency service.

- 3.4 County to Furnish Personnel and Equipment. The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the street and traffic services herein described. Prior to performing any such services for the City, the County liaison shall review the proposed work plan, resources, and materials with the City liaison.

In the event the County uses contract services to perform any of the services described herein for the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

SECTION 4. CITY RESPONSIBILITY. The City hereby confers the authority on the County to perform the street and traffic maintenance services as specifically described in Exhibit "A" attached hereto within the City limits for the purposes of carrying out this Agreement.

SECTION 5. COMPENSATION AND BILLING PROCEDURE.

- 5.1 Costs. In consideration for the provision of services described herein, the City agrees to pay the County for the actual work completed based on monthly billings. A listing of the services to be provided include, but are not limited to, those services listed with associated unit prices in Exhibit "A". For those

services listed in Exhibit "A" which are to be billed under the Force Account category, billing will be based on a labor, materials and equipment basis as described below. Services which are not specifically listed in Exhibit "A" will be billed under the Force Account category unless otherwise agreed upon by both parties. Billings for Force Account work will be calculated as indicated below.

- 5.1.1 The labor rate billed to the City shall be increased by thirty percent (30%) to account for administrative overhead. The rate of overhead includes Maintenance Administration costs and Department Administration costs. No supervision or maintenance office costs will be charged directly.
 - 5.1.2 Equipment use will be charged to the City based upon the hours used times the Pierce County Equipment Services Division (ESD) rental rate. A five percent (5%) administrative charge will be assessed for processing.
 - 5.1.3 Materials and supplies will be billed at cost plus a ten percent (10%) administrative processing fee. ESD inventory stocked items will be billed at the Pierce County ESD materials rate.
- 5.2 Billings. The costs of services as outlined will be billed no later than the thirtieth (30th) day of the month by the County based on services provided in the previous month. Payments by the City will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one-half of one-percent (0.5%) per month.
- 5.3 Future Billing Rates. The billing rates for labor and equipment related to providing the Functions and services each year after 1998 shall be adjusted annually, effective January 1 of each year to reflect current costs. Increase in the costs that are the result of changes in regulatory requirements, or the expansion or modification of base services shall also be included in any increases to billing rates after 1998.
- If, in the event of a renegotiation of fees, overhead charges of services, the parties do not reach an Agreement as to the modification by January 1 of the effective year, the most recent billing terms and service levels established under this Agreement shall remain in full force and effect until a revised fee or level of service is determined by negotiation or arbitration. Once revised billing terms are agreed to by both parties, these terms shall be applied retroactively to January 1 of the effective year and appropriate billing adjustment will be rendered by the County.
- 5.4 Emergency Services. The parties recognize that certain exceptional circumstances such as extreme weather conditions or other acts of God (for example rain, wind, snow or earthquake) may result in the City's need for emergency services. For those emergency services provided, billing for those services shall be under the Force Account category and be based on the cost of labor, materials and equipment utilized. The County will endeavor to obtain prior authorization from the City as outlined in this Agreement, and to keep a record of time spent by crews and the monies expended. In the event the total cost of providing those services exceeds the maximum agreed upon compensation for a

given year, the City agrees to compensate the County for the additional services.

SECTION 6. DURATION. This Agreement shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2000. Thereafter, the Agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless written notice of termination is served by a party the City or the County. Any notice of termination must be served by June 1, in the year prior to termination, with termination to be effective on January 1, of the following calendar year..

In the event this Agreement is not renewed, or if Functions included herein are not renewed, the parties agree to develop a transition plan, if necessary, which will govern the timing and process of transfer of responsibility of delivery of service from the County to the City, or to another service provider. Issues dealt with in the transition plan shall include, but are not limited to, determining the exact time at which the responsibility for on-call after-hour services transfers from the County to the new service provider. The transition plan will be developed by the City and County liaisons and will be ready for implementation prior to the date of termination.

SECTION 7. TERMINATION FOR PUBLIC CONVENIENCE. The County may terminate the Agreement, in whole or in part, upon thirty days written notice, whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the County shall issue to the City a final billing for actual work performed in accordance with the Agreement. An equitable adjustment in the contract price for partially completed items of work may be included in the billing to the City. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

SECTION 8. FUTURE NON-ALLOCATION OF FUNDS. If sufficient funds are not appropriated or allocated by the City for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies, provided that the City gives appropriate notice of intent to terminate as identified in Section 6.

SECTION 9. INDEMNIFICATION AND DEFENSE. The County shall defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

The City shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the City, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release, the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which

the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

SECTION 10. NO THIRD-PARTY BENEFICIARY. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement.

SECTION 11. INSURANCE COVERAGE. The City shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00, and a policy limit of no less than \$5,000,000.00 dollars.

The County shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00, and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 12. NON-DISCRIMINATION. The County and the City certify that they are Equal Opportunity Employers.

SECTION 13. ASSIGNMENT. Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 14. NOTICE. Any formal notice or communication to be given by the County to the City under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF GIG HARBOR
3105 Judson Street
Gig Harbor, Washington 98335

Attention: Public Works Director

Any formal notice or communication to be given by the City to the County under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

PIERCE COUNTY
Pierce County Executive's Office
930 Tacoma Avenue South, Room 737
Tacoma, Washington 98402-2100

Attention: Executive Director of Operations

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the County giving notice thereof to the other as herein provided.

SECTION 15. COUNTY AS INDEPENDENT CONTRACTOR. County is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and County, or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the City a County employee, or any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to County or City employees by virtue of their employment.

SECTION 16. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 17. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and is intended to supersede all prior agreements and amendments.

SECTION 18. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 20. FILING. Copies of this Interlocal Agreement shall be filed with the Gig Harbor City Clerk, the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by both parties.

SECTION 21. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 1998.

GIG HARBOR

PIERCE COUNTY

GRETCHEN WILBERT
Mayor

DEPARTMENT DIRECTOR

Date

MARK HOPPEN
City Administrator

BUDGET AND FINANCE

Date

Approved as to Form:

Approved as to Form:

City Attorney

Deputy Prosecuting Attorney

Attest:

City Clerk

EXECUTIVE DIRECTOR
(if applicable)

Date

COUNTY EXECUTIVE
(if over \$50,000)

Date

City of Gig Harbor

EXHIBIT "A"

PIERCE COUNTY DEPARTMENT OF PUBLIC WORKS AND UTILITIES			
CITY/AGENCY CONTRACT WORK			
For the City of Gig Harbor			
FUNCTION	UNIT MEASURE	UNIT PRICE	COMMENTS
31A - Pothole Cold Patching	Ton	\$166.47	Based on 5 ton per day
31B - Hot Mix Patching	Ton	\$343.53	Based on 8 ton per day
31C - Crack Sealing	Gallon	\$11.81	Based on 240 gallons per day
31D - Grader Patching	Ton	\$86.95	Based on 150 ton per day
31E - Layton Box Asphalt Work	Force Account		
31F - Chip Seal	Force Account		
31G - Skin Patching	Square	\$2.99	Based on 1200 square yards per day
31H - Grade Gravel Roads	Mile	\$202.02	Based on 3 miles per day
31K - Haul Material for Roads	Ton	\$20.53	Based on 135 ton per day
31T - Flagging for Traveled Way	Labor Hour	\$36.06	Hourly
31V - Move Material / Equipment	Labor Hour	\$58.89	Hourly
31X - Misc. Traveled Way Maint.	Force Account		
32A - Grade and Shape Shoulders	Shoulder Mile	\$1,050.99	Based on 1.5 miles per day
32B - Patching Shoulders	Ton	\$166.47	Based on 5 ton per day
32C - Haul Material for Shoulders	Ton	\$25.11	Based on 135 ton per day
32D - Mowing Shoulders	Shoulder Mile	\$69.56	Based on 8 miles per day
32E - Sealcoat Shoulders	Shoulder Mile	\$2,850.30	Based on four foot shoulder
32T - Flagging for Shoulders	Labor Hour	\$36.06	Hourly
32X - Misc. Shoulder Maintenance	Force Account		
40A - Ditching with Backhoe	Ditch Feet	\$3.07	Based on 400 feet per day
40B - Ditching with Drott	Ditch Feet	\$2.15	Based on 800 feet per day
40C - Ditching with Athey	Ditch Mile	\$2,801.64	Based on 1.5 ditch miles per day
40D - Manually Clean Culverts	Each	\$18.01	Varies
40E - Manually Clean Struct.	Each	\$33.87	Varies
40F - Clean Grate Tops	Each	\$18.01	Varies
40G - Mechanically Clean Culverts	Each	\$38.51	Based on 28 per day
40H - Mechanically Clean Struct.	Each	\$21.99	Based on 40 per day
40J - Jet Rodding	Lin. Foot	\$0.53	Based on 1600 feet per day
40K - Repair/Replace Culvert	Lin. Foot	\$43.74	Based on 40 feet per day
40L - Repair/Replace Basin	Labor Hour	\$55.73	Hourly
40M - Repair/Replace Drywell	Labor Hour	\$56.28	Hourly
40P - Rep./Rep. Grate	Each	\$150.14	Varies
40Q - Holding Pond Mnt.	Each	\$768.75	Based on 3 per day
40R - Paint Cul. Marks	Each	\$4.88	Based on 120 per day
40T - Flag for Drainage	Labor Hour	\$36.06	Hourly
40U - Ditchmaster	Ditch Mile	\$1,055.30	Based on 1 mile per day
40X - Misc. Drainage	Force Account		
41B - Pavement Mgmt.	Force Account		
51A - Bridge Repair	Labor Hour	\$69.57	Hourly

letter submitted
for sign code
public hearing

CT.MW

RECEIVED

498335

APR 1 1998

March 28, 1998

CITY OF GIG HARBOR

Members
Gig Harbor City Council
Gig Harbor, WA 98335

Re: Sign Variance - Sun at Gig Harbor
Dear Council Members,

Citizens Against Litter is opposed
to any variance allowing the Sun at
Gig Harbor to have a chimney sign oriented
toward State Route 16. CAH volunteers have
planted hundreds of trees over the years
to protect the green belt along the highway
corridor. This corridor should also be
protected against intrusive signs.

Sincerely,
Lois Hartwig and
Jo Whetzel
Citizens Against Litter

RECEIVED

MAR 18 1998

PAUL L. KADZIK D.D.S.
3518 Harborview Drive NW
Gig Harbor, Washington 98332

CITY OF GIG HARBOR
RECEIVED
CITY OF GIG HARBOR

MAR 27 1998

PLANNING AND BUILDING
SERVICES

March 17, 1998

To: Mayor Wilbert and City Council Members

Re: Proposed revisions to sign code - Freeway Interchange definition

Dear Madam Mayor and Council Members;

I would like to commend the City Council on its decisions to date regarding the proposed sign code. The changes you have made are logical and the resulting code will be one which is both fair and enforceable. It will allow our business community adequate means of identification and promotion and will also be sensitive to the needs of the larger community.

I wish to address one unfinished issue - that of Mr. Wade Perrow's request to find a way to include *The Inn At Gig Harbor* in the Olympic interchange area.

The Planning Commission recommended changing the definition of Freeway Interchange in the sign code because we felt that the "fog line" definition was too vague, relied on subjective interpretation, was hard to exactly determine, and could be variable over time. We felt that it was better to identify the exact parcels which would be considered part of the interchanges therefore eliminating subjectivity and, hopefully, future disputes. The Freeway Interchange map included with the proposed sign code, when viewed in larger scale, does identify exact parcels .

I acknowledge and agree with the Planning Commission's findings in this matter. Beyond that however, I wish to speak not for the Planning Commission, but as an individual citizen of Gig Harbor. I do feel that the interchanges should be kept within well defined limits but that in certain circumstances there may be more logical boundaries than those drawn on the interchange map. *The Inn At Gig Harbor* is one of those instances. I do not feel that it is an issue of fairness on one side, or of spot zoning on the other. This is simply a building which, by the nature of its business and the uniqueness of its location and situation, should be included in the Olympic interchange area. I believe that the following findings of fact would justify extending the node in this situation without setting a precedent that would be hard to live with in the future:

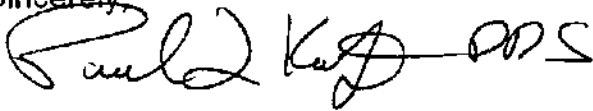
1. The business is one of four types of businesses recognized by the state as travel oriented.
2. The original building was located within a then existing interchange area.
3. The current building was constructed within the same footprint as the original building.

4. The current building was constructed under a different definition of freeway interchange than that currently proposed.
5. The building has prominent facade orientation to an interchange, with no intervening frontage road.

Because the above findings are based upon an existing building I do not feel that this will result in "interchange creep." Of the twelve possible on/off ramps for the three interchanges, only four have existing buildings. None of these existing buildings come close to having any justification for the same consideration.

I recommend acknowledging the unusual circumstances in this matter and enlarging the Olympic interchange node to include the parcel upon which *The Inn at Gig Harbor* is located.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul L. Kadzik, D.D.S.", written in a cursive style.

Paul L. Kadzik, D.D.S.

LAW OFFICES

GORDON, THOMAS, HONEYWELL, MALANCA, PETERSON & DAHEIM, P.L.L.C.

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RECEIVED

MAR 26 1998

CITY OF GIG HARBOR

March 25, 1998

Mayor Gretchen A. Wilbert
City Council Members
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Re: **Proposed Sign Code, Draft C (March 9, 1998)**

Dear Mayor Wilbert and Members of the City Council:

This firm represents John and Carole Holmaas, and the Inn at Gig Harbor, L.L.C. As we indicated at the Council's March 9 meeting, we are in favor of protecting the SR-16 Enhancement Corridor's visual integrity, and we support implementation of a sign code which discourages and regulates -- but does not flatly prohibit -- signage directed toward SR-16.

However, we believe that the proposed code's attempt to designate "visual nodes" at SR-16 "interchanges" (where signage directed to SR-16 is permissible) is insufficient. The basis for our position is the fact that Exhibit 1 to the proposed code does not accurately reflect the scope of the interchanges, and it is not based on the "nodes" defined in the Comprehensive Plan.

I am writing to address these concerns, to point out inconsistencies between the stated goals of the sign code and the provisions intended to achieve them, and to supplement the record in case further proceedings are necessary. It is my belief, however, that these issues can be resolved by including in the "nodes" properties (like the Inn at Gig Harbor) which are logically, practically, and actually a part of the interchange. It is our sincere hope that the Council will do so.

Please feel free to call me, Wade or Beth Perrow, or John or Carole Holmaas, if you have any questions or wish to discuss any particular aspect of this letter or its exhibits in greater detail.

March 25, 1998

Page 2

A. Neither the Inn at Gig Harbor nor Westside Square have impacted the SR-16 Enhancement Corridor.

One of the stated bases for implementing a sign code is the Planning Commission's finding that

SR-16 is a designated Enhancement Corridor having visual integrity which should be protected and, where necessary, reestablished. The green belts and buffering which characterize the SR-16 Enhancement Corridor have been damaged, removed or altered in areas where signage is oriented toward SR-16. Prohibiting signage oriented toward the SR-16 Enhancement Corridor is necessary to assure its continued protection. However, signs oriented toward interchanges would not threaten the Corridor's integrity because the Visually Sensitive Areas map which defines the Enhancement Corridor also defines visual nodes at each interchange.

[Page 6 of 31 of Draft C of the proposed Gig Harbor Sign Ordinance, paragraph 10.]

The Inn at Gig Harbor and West Side Square (located immediately south) as can be seen from the aerial photographs attached as exhibits to this letter, are both oriented toward the Olympic Drive overpass, not toward SR-16. Referencing the Inn, Planner Osguthorpe commented March 9 that "the only reason there would be a need to put signs on the [east side] of the building where the chimney case is, is for the potential of getting more visibility to traffic traveling in a southbound [on SR-16] direction, which would require the removal of trees to see the sign in that direction."

Such an assertion is simply untrue. Because of the Inn's orientation, the signage on the south side of the building is not at all "aimed" at SR-16, even to cars traveling westbound (northwest) on SR-16. In fact, the sign on that side of the building faces in virtually the same direction (south) as the Wesley Inn sign, except that the Wesley Inn sign is located on the *east* side of SR-16. It, therefore, faces directly at cars traveling westbound on Highway 16, while the Inn's parallel sign on the *west* side of the freeway is not directed at all to SR-16. [See aerial photographs attached.]

We have *no intention* of removing any trees to increase signage visibility on the Inn at Gig Harbor. The existing "chimney face" sign is aimed at the Olympic Drive overpass, and it is in place for the purpose of attracting and directing vehicles from that interchange to the Inn at Gig Harbor.

March 25, 1998

Page 3

As a result, the Planning Commission's finding that "the City has visual integrity which may be threatened by incompatible signage or by inadvertently encouraging removal of the vegetation which provides visual integrity to the City's Enhancement Corridor, by allowing signs oriented to the Enhancement Corridor which would only be visible if the characteristic vegetation were removed" is not compromised by including the two properties in question in the visual node. [See Draft C of the Sign Code Ordinance, at page 7 of 31.]

B. The node definitions are arbitrary.

One of the primary reasons given for not including these properties in the "node" is that they are not in the "nodes" defined in the Comprehensive Plan. However, proposed Exhibit 1 to the latest draft Ordinance does not reflect the nodes defined in the Comprehensive Plan.

A comparison of Exhibit A (the original proposed visual nodes, purportedly based on the Comp Plan) and Exhibit 1 demonstrates the difference. Both are attached. Exhibit A includes identically-sized, spherical areas apparently centered around both the Olympic and Wollochet interchanges. Their identical shape demonstrates that the nodes do not take into account the existing or historical development, topography, site lines, traffic, signage, or vegetation, or any other of the number of factors which should logically define which properties are and which are not within the existing interchange. While it might be good practice to draw spherical, identical "nodes" if the City were flat and being planned on a blank slate, that is not what is happening here.

In any event, Exhibit 1 does not comport with Exhibit A or the spherical visual nodes which are part of the Comprehensive Plan. Once the purported basis for the interchange definitions -- the Comprehensive Plan -- is abandoned, it seems only realistic, fair and proper to define an area which in fact comprises the actual interchange. By any reasonable measure, the Inn at Gig Harbor is at the northern end of the Olympic/SR-16 interchange, but it is inarguably within that interchange. The proposed sign code should be amended to strictly define exactly which properties are, and which properties are not, within the interchange. The definition should be based on an objectively justifiable and discernible standard, such as a *detailed* map which specifically includes or excludes particular properties. Exhibit 1, like Exhibit A, is of little use to a layman (and probably not much use to a professional) because individual properties are simply not identifiable.

In short, visual nodes, as defined in the most recent draft of the sign ordinance, are *not* based on visual nodes in the Comprehensive Plan. Having abandoned that definition, the City should endeavor to adopt one which reflects the existing and

March 25, 1998

Page 4

historical development, site lines, topography, vegetation and signage, as well as a practical definition of what constitutes an interchange.

C. Including these properties in the "visual node" will not promote "creep."

Another reason cited for refusing to include these properties in the visual node is that doing so will promote "creep." I am assuming that that term refers to the incremental inclusion of each property as it is developed, one step further from the actual interchange until, as in places like River Road in Puyallup, there is really no distinction from one interchange to the next.

There is no risk of that in this case. Viewed from the top of the Olympic Interchange northwest, there is a clear line of demarcation between existing businesses from Olympic northwest along SR-16 to the Inn at Gig Harbor, and the long-standing grove of trees located immediately north of the Inn at Gig Harbor. These trees, and the lack of them to the south, have been virtually unchanged for thirty years. No trees were removed to build the Inn at Gig Harbor. Creep can be prevented by drawing a clear line -- a reasonable, logical line -- which is consistent not only with the actual interchange, but with the values and goals which this sign ordinance seeks to preserve and achieve.

PROPOSALS

Having pointed out what we perceive are shortcomings in the proposed code, we think it fair that we propose changes.

Our proposals are fairly simple:

1. Delete the reference to "prohibiting" signage directed to SR-16. [¶ 10, page 6 of 31, Draft C.] "Prohibit" is an unequivocal word which implies a bright line rule. However, there is no such bright line here. Instead, use a phrase like "strongly discourage" or "strictly regulate" -- either of which more accurately reflects what the code should and will do.

2. Modify Exhibit 1 to include those properties -- specifically the Inn and Westside Square - which are a part of the Olympic Interchange, and make the Exhibit large and detailed enough that one viewing it can tell which properties are included. Our proposed Exhibit 1 is attached and highlighted.

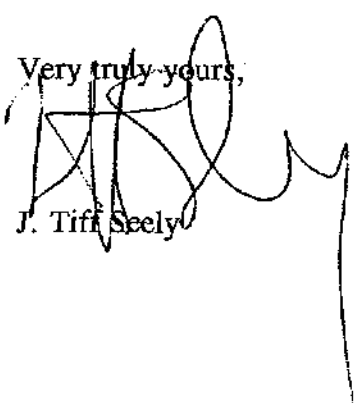
March 25, 1998

Page 5

* * *

I want to reiterate our willingness to discuss these matters with any interested Council member or planner. The arduous task of crafting a sign code is one that needed to be undertaken and which, if properly done, will enhance the quality of life for all residents. However, signage -- and particularly existing signage in interchange areas -- should be *regulated*, not prohibited. Thank you for your attention and willingness to address our concerns.

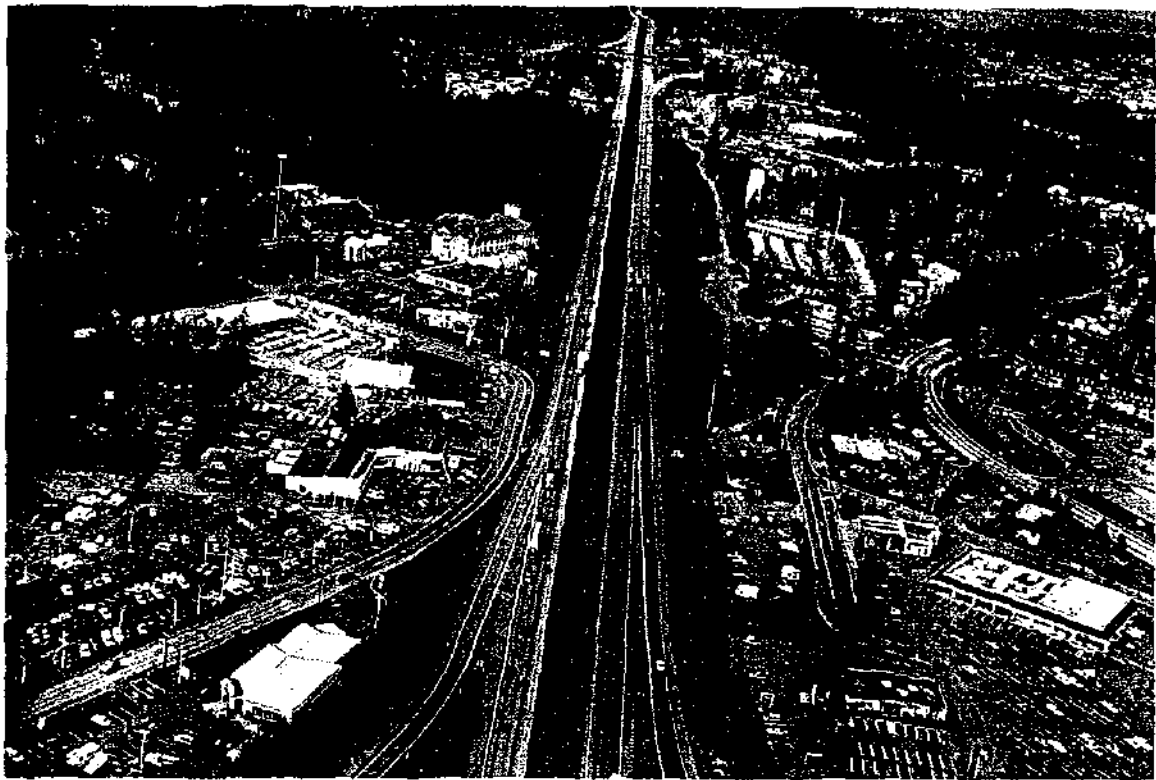
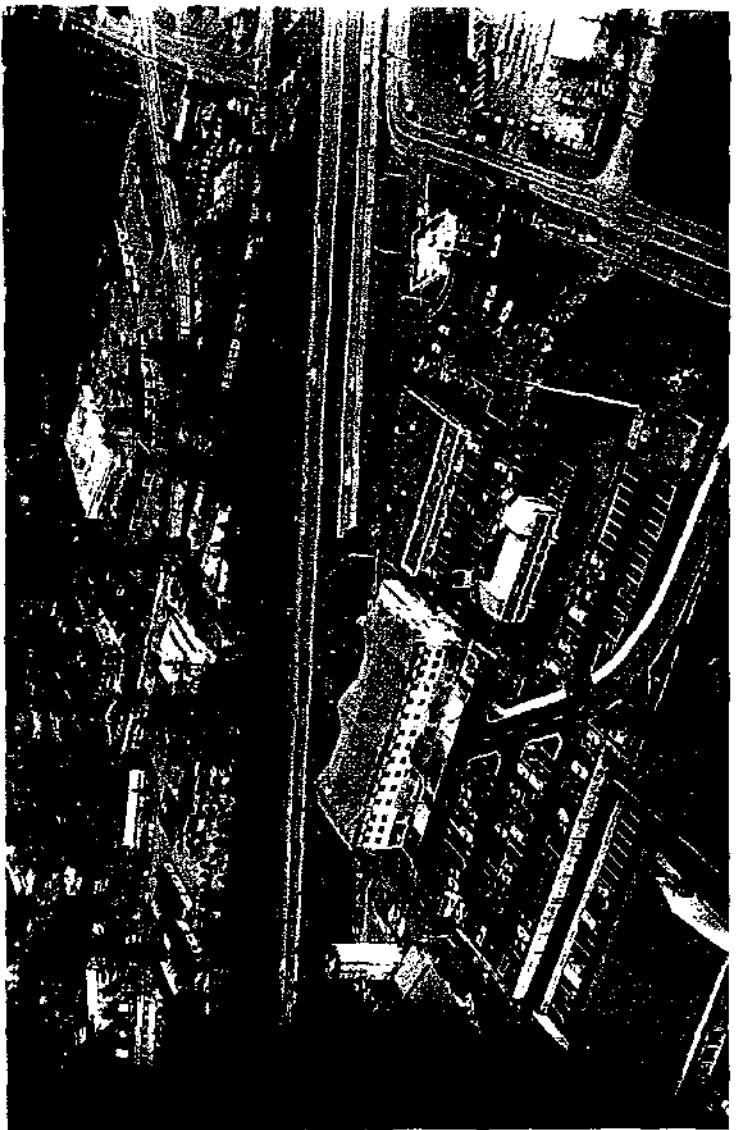
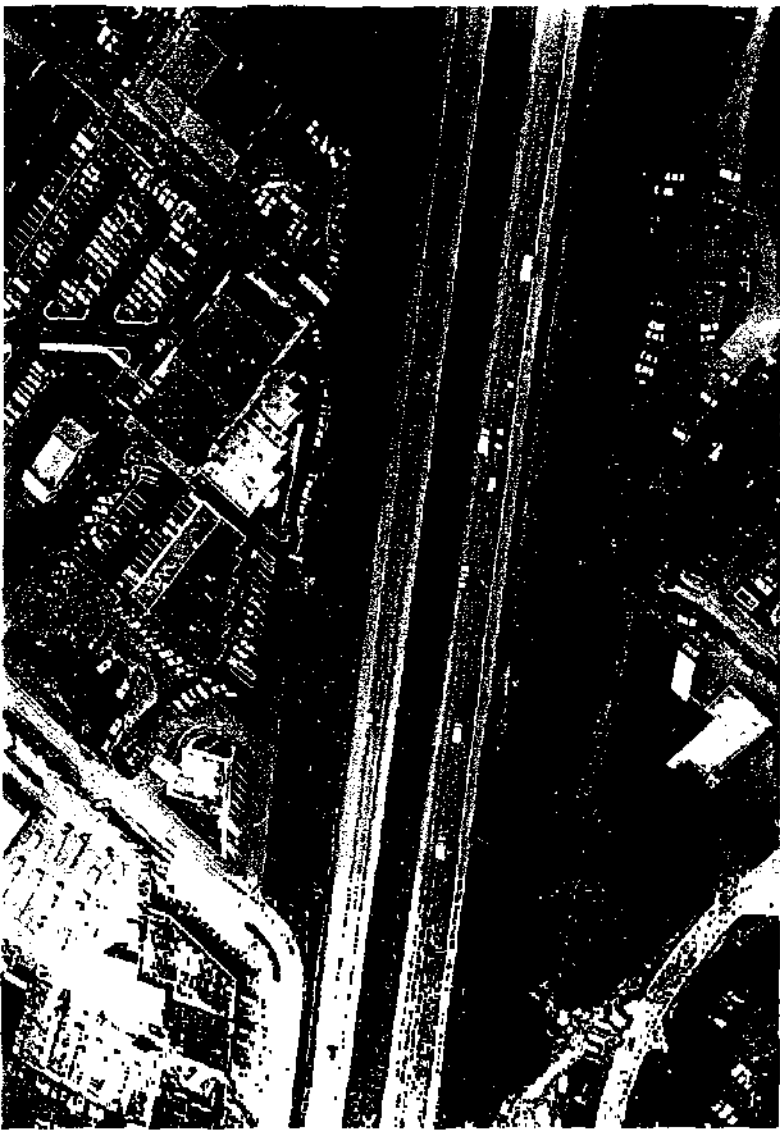
Very truly yours,

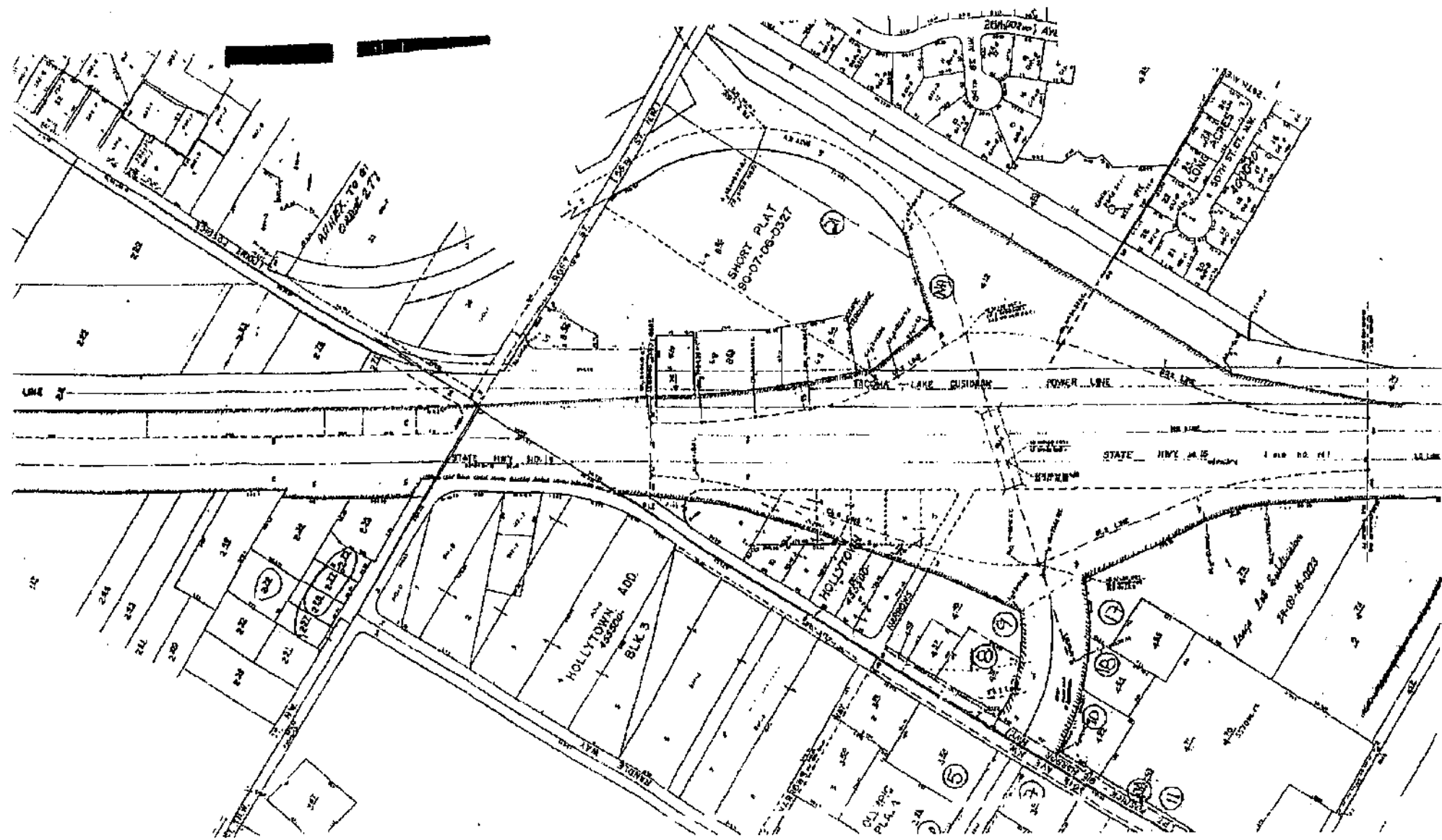

J. Tiff Seely

JTS:bjn

Enclosures

cc: John and Carole Holmaas
Wade and Beth Perrow
William T. Lynn





COMMUNITIES

Council plans another sign code hearing

Gig Harbor revisions will be discussed at public meeting before vote is conducted

By KRIS SHERMAN
THE NEWS TRIBUNE

It will be three more weeks before the Gig Harbor City Council hears final public testimony on proposed revisions to the city's sign code and then votes on the document.

Council members voted Monday night to conduct a final public hearing and a third reading of the proposal at their April 13 meeting.

That's because the council itself has made substantive amendments to the proposed ordinance, presented to it by the city's planning commission after

months of scrutiny, overhaul and public input, said associate planner Steve Osguthorpe.

Probably the biggest change made by the City Council over the last few weeks, Osguthorpe said, was eliminating location or number restrictions on real estate open house signs.

The council also modified language in some areas and clarified wording on sign coverage areas.

Still at issue, though, is a complaint from Wade Perrow, owner of the Inn at Gig Harbor, and others that the code doesn't allow their businesses the same kind of sign freedom as other businesses at highway interchanges.

Perrow's Inn sits a few blocks from the Olympic Drive interchange, near the spot of a former Washington 16 exit. He contends he's close enough to the interchange to be "let in" under the more liberal in-

terchange area sign rules.

Once they have held a final public hearing on the proposed sign code revisions, council members will vote whether to approve it on third reading.

But if substantive changes are made at the April 13 council meeting, it's possible the entire document would be reintroduced with all of the amendments at a future meeting, Osguthorpe said.

The sign issue has dominated city politics for more than a year. Business people were unhappy with it when it was revised in 1995, but protests and complaints didn't get really loud until about a year ago.

Some business owners complain the code is too restrictive, hampers their ability to attract customers and tramples on their right of free speech.

Others in the community argue that regulating the sizes, shapes, colors and

display of signs is the only way to protect the city's small-town, tourist ambience.

In other business Monday night, the council:

■ Approved an \$11,000 grant from the city's hotel-motel tax fund to the Gig Harbor Peninsula Area Chamber of Commerce to publicize Gig Harbor's attractions.

The money is to be spent in this way: \$5,000 for hiring a marketing consultant to develop an image for the city; \$3,000 to create a lodging brochure which will include a map and points of interest in the city; and \$3,000 to buy advertising in regional travel publications.

In addition, the Gig Harbor Peninsula Historical Society will get \$2,000.

The hotel-motel tax fund still contains about \$8,000 for future use, city finance

Please see Sign code, B10

Veteran director presents 'Aladdin'



GIG HARBOR

Complaint again

A complaint associated studently was dismissed of the Superintendent

Peninsula School filed the unprofessional 1996, alleging the without proper an

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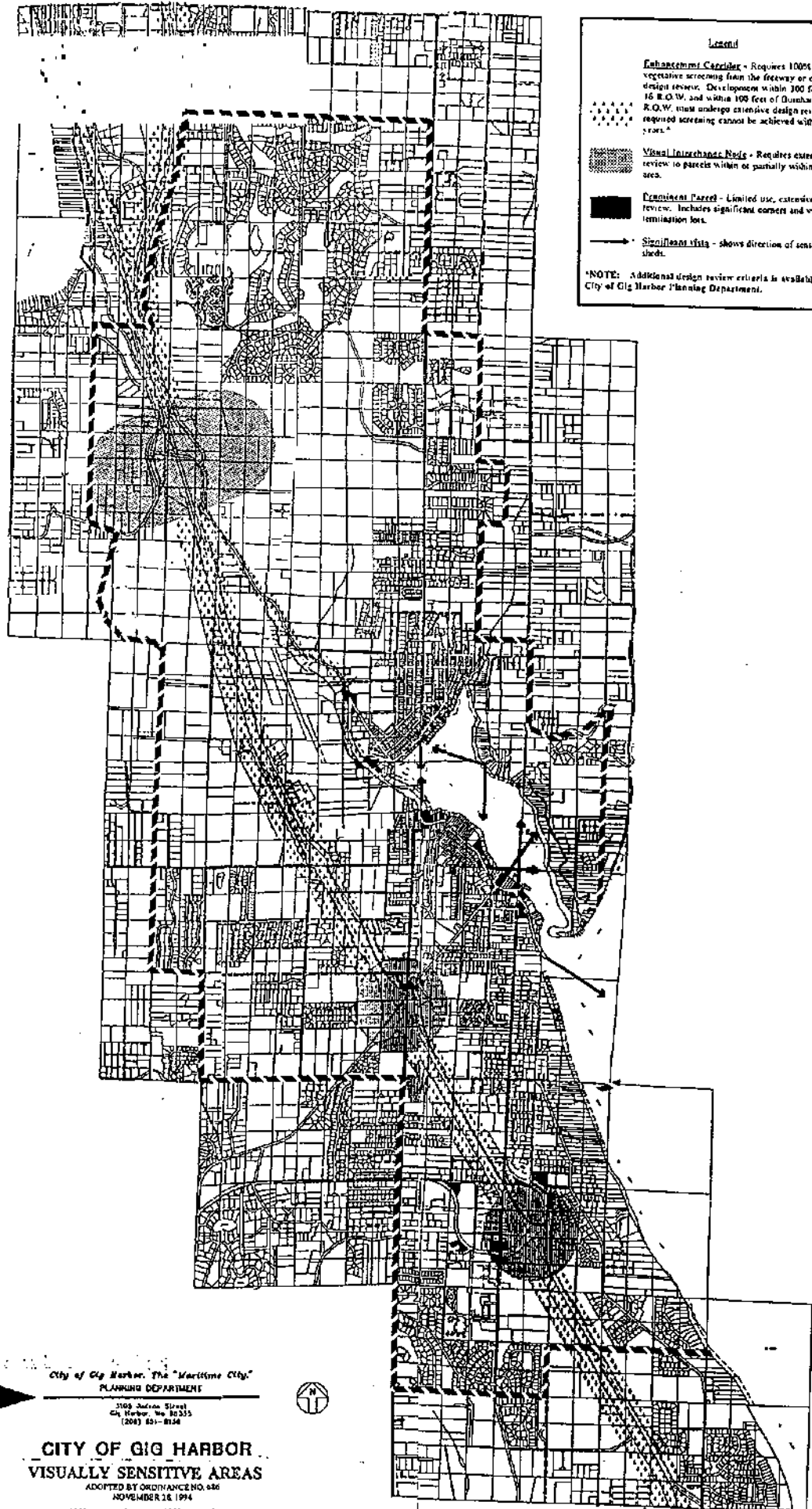
At issue were about \$14,000 thus causing prof

In a letter to Legislative Professional Practicing the case for

"It has been not currences of this Lieurance, who cross country fear the complaint ne- triect had investig

Earth slides again

Weekend rain Drive at the same



Legend

Enhancement Corridor - Requires 100% on-site vegetative screening from the freeway or extensive design review. Development within 100 feet of SR-16 R.O.W. and within 100 feet of Dunham Drive R.O.W. must undergo extensive design review if required screening cannot be achieved within 3 years.

Visual Interchange Area - Requires extensive design review to parcels within or partially within shaded area.

Prominent Parcel - Limited use, extensive design review. Includes significant corners and view termination lots.

Significant Views - Shows direction of sensitive view sheds.

***NOTE:** Additional design review criteria is available at the City of Gig Harbor Planning Department.



City of Gig Harbor, The "Maritime City,"
PLANNING DEPARTMENT

3109 Jackson Street
Gig Harbor, Wa 98333
(206) 831-8154



CITY OF GIG HARBOR
VISUALLY SENSITIVE AREAS

ADOPTED BY ORDINANCE NO. 626
NOVEMBER 26, 1994





Peninsula Neighborhood Association

P.O. Box 507, Gig Harbor, WA 98335 (206) 858-3400

March 4, 1998

Gig Harbor City Council
3105 Judson Street
Gig Harbor, WA 98335

Re: Sign Code Amendments

Dear Mayor and Council Members:

I would like to reiterate PNA's strong support for the Planning Commission's recommendations regarding the City Sign Code. In our opinion, your adoption of these recommendations would improve the Code significantly and resolve many of the issues causing difficulty with the existing code.

With respect to the height limit on internally illuminated sign letters, we support the Planning Commission's recommendation of a 21" height limit. The existing code permits 18" letters (with the exception of the first letter). Most of the businesses in the Olympic Village Shopping Center are well within this limit. The business community's proposal for 24" letters, if adopted, would represent a 33% increase over the existing limit. In our opinion such a request is unwarranted and excessive. And we certainly do not support a rationale which appears to give great weight to the convenience factor for sign manufacturers.

The City's Comprehensive Plan includes the stated goal to "keep internally illuminated signs subdued." We trust that the Council will give this goal the weight it deserves when making your decision on this matter.

Sincerely,

Tom Morfee

for:

Peninsula Neighborhood Association



PAUL L. KADZIK D.D.S.
3518 Harborview Drive NW
Gig Harbor, Washington 98332

March 1, 1998

To: Mayor Wilbert and City Council Members
Re: Proposed revisions to sign code - sign graphic height

Dear Madam Mayor and Council Members,

After reading individual Council Members' notes on the sign code which were submitted for the February 23rd, 1998 meeting of the council, I respectfully submit my comments concerning the Planning Commission's recommendation to raise the allowable internally illuminated sign graphic height from a base of 18" to 21", and the possibility that the City Council might further raise it to 24".

I am concerned that the council is looking at this as "what's another three inches?" issue, rather than exploring the rationale behind the 21" height recommendation. In the current code the height limitation is 18" with an allowance of up to 24" for the **first letter of text only**. This was to allow for a larger uppercase first letter while keeping the majority of text to no more than 18". At our public hearings the business community pointed out that this regulation was irrational, did not allow for a variety of type faces, and penalized those signs which used all upper or lower case letters. Additionally the code did not address logos or other non-text sign graphics. The Planning Commission agreed with these observations and three different options were discussed:

1. Remove the 24" first letter allowance, leaving a maximum of 18" for all sign graphics.
2. Raise the limit to 24" for all sign graphics.
3. Reach a solution based upon research, public testimony, and our discussions.

Option 1. (max. 18") would be the closest to what the current sign code allows and would be in keeping with the dimensions of a significant percentage of existing signs. It was decided however that this option would be regressive, would be viewed as punitive, and would not allow for a desired variety in signs. For these reasons it was rejected.

Option 2. (max. 24") was also discussed, but the impact of 24" and larger sign graphics when used repetitively by many businesses in a typical multi-tenant complex was very significant, especially when tenant spaces were narrow. Also, when used individually, these signs often tend to overwhelm their neighbors. While it is true that this problem currently does not exist in the Gig Harbor area, the commission felt that it was important to be proactive to a worse case scenario, rather than reactive as in the past. Particularly since these signs are the ones that have resulted in considerable negative reaction from the community. The 24" height was therefore rejected.

Option 3. inspired lively debate resulting in a majority of commission members agreeing that 21" provided adequate coverage and visibility, and was appropriate for the typical two - four foot signage band available on many commercial developments. We therefore utilized that dimension in our recommendation. (Please see attachment discussing readability and visibility)

In your deliberations please keep in mind that this regulation effects **internally illuminated sign graphics only**. It does not limit the height of externally illuminated or silhouetted sign graphics, nor does it limit the overall height of any sign regardless of the type of illumination utilized. Those businesses which might be effected would be limited to: **Franchise operations** which have available **only internally illuminated** signs which are supplied **only in six inch increments**. Information has not been made available to the Planning Commission on what proportion of proposed businesses would have all three conditions apply, nor has the commission been given any documentation that a significant number of franchisers only supply their signs in six inch increments. The commission did, however, see numerous examples of national franchise operators who modified their signage to conform to community standards. I feel that Gig Harbor is no less worthy of such consideration.

If the 24" height is approved the net result would be a **six inch increase in height and a proportional increase in the brush stroke from the current standard** for internally illuminated sign graphics. As previously mentioned, these are the very signs which most concern the citizens of Gig Harbor and have drawn the most criticism. The issue is significantly more than "just another three inches". I urge you to accept the recommendation of the Planning Commission on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul L. Kadzik". The signature is fluid and cursive, with a large initial "P" and "K".

Paul L. Kadzik D.D.S

enc: Two issues of sign industry publication and discussion.

SIGN READABILITY

Attached are two copies of SIGNLINE, a publication of the sign industry put out by the Midwest Sign Association. SIGNLINE was one of a number of sign industry publications which were used for research. I found this publication was quite useful in representing the sign industry's point of view in a rational, informative, and non-emotional way. I have included Issue One for background information only. It is Issue Nine which I wish to discuss.

The general topic of Issue Nine is that of Free Standing signs and their readability from an automobile as a function of vehicle speed, letter height, and distance to the sign. On page 2 there is a chart (CHART A) which relates speed to distance traveled. On page 4 it is stated that a typical driver reaction time is 10 seconds. Also on page 4 is a VISIBILITY CHART (CHART B) derived from the Guideline Sign Code of the National Electric Sign Association, another sign industry association.

The publication figures the average text content of a sign (48 letters) and uses a vehicle speed of **50 MPH** to determine that, at that speed, with a **10 second** reaction time a minimum **letter size of 16" is needed** for readability. It also uses a number of calculations to determine a minimum overall sign size (in this case 155 square feet - discussed below).

Calculations: from CHART A 50 MPH = 73.3 feet/second X 10 seconds = 733 feet
from CHART B 733 feet = 16" letter height

Using the same calculations in reverse for 21" letters (having to interpolate between 18" and 24") it can be shown that a **21" letter** would be readable to a vehicle traveling at **70 MPH**, quite adequate for freeway interchanges.

Calculations: from CHART B 21" letter = 900 feet (interpolated) /10 seconds = 90 feet /second
from CHART A 90 feet /second = 70 MPH

Using a more reasonable **35 MPH** within the city a minimum letter size of **12"** is found.

Calculations: from CHART A interpolation for 35 MPH = 51.3 feet/ second X 10 seconds = 513 feet
from CHART B 513 feet = 12" letter height

If one were **standing still, or walking, a 21" letter** height would be readable at **900 feet**

Calculations: from CHART B interpolating for 21" = 900 feet

It is recognized that these charts and calculations are meant for Free Standing signs located close to the street, however most wall signs are located within 100 feet of the street to which they are oriented. A difference of 100 feet of reading distance yields a difference of 2" of letter height on CHART B. For readable wall signs therefore, the above examples should show the following:

50 MPH = 18" letter height
21 letter height = 60 MPH
35 MPH = 12 " letter height

It is also recognized that recommended letter sizes are minimums. Notwithstanding that fact, it would appear that from the data contained in this article, published by the sign code industry , **a good argument could be made for retaining the 18" maximum letter height and eliminating the 24" first letter allowance.** I mention this only to emphasize that the 21" sign graphic height is both adequate and fair.

As previously mentioned ,SIGNLINE also calculates the minimum sign area needed for various speeds and distances. It will ~~be~~^{no} doubt be pointed out that these calculations result in minimum sign sizes that are above the Planning Commissions maximum sign of 100 square feet, however the calculations use a very liberal definition of average sign (48 letters - not many signs contain that much text) and use generous "fudge" factors.

SIGNLINE

ISSUE ONE

QUARTER ONE / 1990

About Signline . . .

Signline is a publication of the Midwest Sign Association, whose membership comprises a wide range of individuals and corporations interested in the development of effective and aesthetically harmonious environmental on-premise signage throughout the Midwest region; which includes the states of Indiana, Kentucky, Michigan, Ohio, the western portion of Pennsylvania and West Virginia.

Representing the interests of on-premise sign producers, users, and to an increasing extent, the broad range of consumers who daily must rely on the communicative, directional, and informational content of on-premise signage, the Midwest Sign Association is acutely aware of its responsibility to make its resources available to the communities it serves. To this end, MSA, through the sponsorship of its member contributors, now provides a wide array of community oriented services, including technical counsel and data, audio visual and video programs on the efficacy of properly planned signage systems; case studies; plant tours; environmental marketing analyses; legal monographs and case law; and numerous other materials relating to the design, marketing, and use of on-premise signs.

In the vital areas of planning, zoning and legislation, MSA is particularly active in fulfilling its avowed educational role. To both planners and legislators alike, the association offers literature and audio visual programs

specifically designed to address on-premise sign zoning issues. Guideline sign codes and model ordinances, uniquely tailored to the needs of the Midwest Region, are a significant part of the Association's involvement in the area of sign legislation, and have, for many years, been instrumental in providing numerous community planners and legislators with a source of information and insight into the complex issues involved with sign zoning and regulation. In addition to these resource materials, the Association, through its Legislative Committee, maintains a fully informed cadre of local and national sign industry experts who are ready to offer assistance, frequently at the local level, to community planners regarding on-premise sign zoning issues.

Because MSA fully recognizes that on-premise signage must not only serve the needs of consumers and businesses, but must serve the best interests of the community as well, it always has welcomed the opportunity to make its resources available to planners and community leaders throughout the region it serves . . . and to help bring this dedication to service through communication to as many communities as possible, *Signline* now exists!!

Scheduled for quarterly publication, *Signline* will be sent to those individuals or groups interested in on-premise sign zoning, planning, regulation and marketing throughout the Midwest region. Its purpose is to provide valuable and viable information concerning on-premise signs and sign

Continued on Page Four

SIGNLINE

Some Thoughts About Sign Zoning . . . and t

W

hat an ugly sign!" . . . to be sure, some ugly signs, by almost any reasonable standard, do exist. And because they exist, it is not unexpected that communities initiate some effort to prevent their proliferation . . . thus, many sign ordinances, regardless of their ostensible purposes, represent a concerted attempt to control the visual efficacy of signs by limiting their size - the prevailing theory being that "small ugly" is preferable to "big ugly"!

The irony of this approach, however, is that, when undertaken without a full understanding of the marketing and design process involved in the creation of on-premise signage, it can more often than not, lead to precisely the result it attempts to eliminate.

On-premise signs are among the most complex elements in the contemporary landscape. They represent not only a means of concise communication, but also a means of projecting positive or negative imagery - and, as such, they can literally set the visual tone for an individual business or even an entire community.

A sign code which recognizes this dual function of a community's on-premise sign system, and which provides adequate space for valid graphic expression, can be a powerful catalyst for an aesthetically pleasing environment. Conversely, a code which severely restricts artistic presentation because of rigid size constraints may produce exactly the opposite condition . . . a quite natural consequence of the manner in which visual and market forces impinge on the design process of on-premise signage.

Contemporary on-premise signs are, for the most part, designed by university trained graphic and environmental design professionals with extensive experience in both visual communication and environmental marketing. In fulfilling their function, on-premise signage designers face a

number of constraints and challenges, not the least of which are imposed by three major, and sometimes contradictory, requirements. These are:

1. Budgetary limitations;
2. Visibility and site characteristics; &
3. Local zoning requirements.

In addition, pre-existing graphic, color, and shape parameters imposed by corporate or institutional design programs may not readily adapt to the visual expanse presented by the exterior landscape in which the on-premise sign must function.

It is not surprising, then, that given these constraints, along with the obvious responsibility of utilizing on-premise signage to optimize the marketing and communicative value of the site, that occasionally, sign design may fail to achieve the high aesthetic standards to which designers aspire. Significantly, the sign code under which a designer must operate has a great influence on the outcome of the design process. A sign code structured to encourage good design makes a designer's task easy and his results predictably worthwhile. Conversely, a code structured without consideration of the design process can make the task a virtually impossible one.

For example: Drawing 1 depicts a contemporary approach to a letterform construction of a logotype for a typical restaurant located on a major suburban highway. As with all logos of this type, careful attention has been given to the selection and juxtaposition of the letterforms themselves, with the aim of projecting an image of understated distinction, service and quality. As seen in Drawing 2, a logo of this type would typically be used on menu covers and other graphic material required by the restaurant, including the on-premise sign. Unlike the other forms of visual communication on which the logo would be used, however, the on-premise sign must be able to command a visual range sufficient to allow safe and

Aesthetic Consequences of Legal Constraints

convenient access to the site by potential patrons transiting the highway at an average speed of 45 mph . . . and herein lies the design quandry.

Faced with a zoning code allowing a maximum of 24 square feet for total roadside signage, the obvious design choice represented by Drawing 3 must be rejected in favor of the less graphically appealing but much more visible option indicated by Drawing 4. This is because in a competitive roadside market environment, it must be understood that one of the prime requisites of the on-premise sign is that its message be seen, read, interpreted, and processed in a finite and rapidly diminishing time interval.

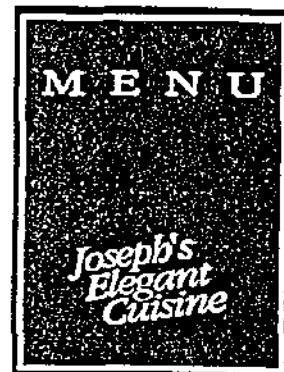
Traveling at 45 mph, or 66 feet per second, the average motorist can expect to read the foot high characters of sign #4 at a range of 600 feet, allowing 9 seconds of decision making time. Conversely, although sign #3 clearly maintains and reinforces the overall graphic image desired by the restaurant, its use of the delicate letterform logo reduces its visual range to a maximum of 200 feet, allowing only 3 seconds before the site is passed. In this case, which although hypothetical is not uncommon in everyday experience, the sign was designed not by the graphic designer, *but by the sign code itself!*

And although we have made this example quite specific to illustrate the point, it is food for thought nonetheless . . . particularly the thought that sign codes can have a significant effect on design, both bad and good. We've got some ideas and recommendations to help improve on-premise sign design through creative sign code provisions; and we'll discuss a number of them at length in the next issue of *Signline*. These will include:

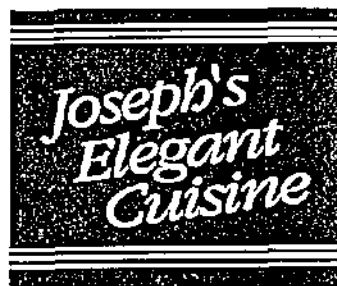
1. The provision of bonus space for
 - a. graphic symbols
 - b. landscaping
 - c. decorative incidental embellishment, and,
 - d. analagous color and architectural themes

Joseph's
Elegant
Cuisine

Drawing 1



Drawing 2



Drawing 3
(Sign 3)



Drawing 4
(Sign 4)

2. A concept of copy area versus background area computation; and
3. A concept promoting the use of varied letterforms and background shapes thru flexible computational schemes.

Continued From Page One

systems to those who may find some professional benefit from its use - and, in so doing, work toward a cooperative partnership between on-premise sign producers, sign users and local zoning and planning departments, who, working together, may better be able to provide on-premise sign systems capable of satisfying both the aesthetic and commercial requirements of their communities!

Issues of **Signline** will feature discussions on a broad variety of on-premise sign and environmental graphic topics with particular emphasis on creative and innovative solutions to commonly experienced problems.

Planned topics for future issues of **Signline** include: Visibility and legibility analyses in the landscape . . . Site distance requirements . . . Guideline code definitions and recommendations . . . Flashing, animated, and variable message signs - their uses and control . . . Signs and traffic accidents - myth or reality . . . New tech-

nologies and trends in environmental communication . . . Differences in signs by type, by use, by message content . . . Signs as marketing tools . . . Linkage between on-premise signs and other media . . . Control of portable and other temporary type signage . . . Symbol and letterform design and presentation . . . Backlit awnings . . . Public perceptions regarding on-premise signage . . . The value of on-premise signs . . . Neon in the contemporary landscape . . . Size, height, and spacing criteria . . . and, of course, specific information occasioned by readership request!

But **Signline** must be much more than a conduit of information. In the final analysis, **Signline** will succeed or fail on the basis of its ability to engender an atmosphere of creative cooperation between all of us involved in the difficult task of making the landscape a better place in which to work and live. **Signline** is a first step in this direction - and, we are convinced, it is both a timely and necessary one. We hope you agree!

Can We Help?

If you would like more information concerning on-premise signage, or if you are wrestling with the prospect of updating an existing sign ordinance or with the creation of a completely new sign code, the Midwest Sign Association is ready to provide counsel and assistance.

Simply call or write the Midwest Sign Association executive offices, or complete and mail the enclosed postage paid postcard. A member of the MSA executive staff will contact you without delay and without obligation.

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Attn: Dee Scott, Exec. Director
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Signline . . .

is a public service publication of the
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Dee Scott
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Cal Lutz
President
Andrew D. Bertucci, Editor

PASS IT ON !

If you found **Signline** interesting and think that someone else might enjoy receiving a copy as well, Why not do them a favor and pass it on! Just call the MSA Toll Free Number (1-800-247-8664) and we'll be happy to add their name to our mailing list.

SIGNLINE

ISSUE NINE

1992

FREE STANDING SIGNS

OVERVIEW

In the American suburban landscape, nothing better defines the presence of economic activity as pointedly as the free standing sign. Designed specifically to communicate in an environment created essentially to capitalize on the exceptional mobility of people made possible by the automobile, free standing signage has become the almost universal icon of roadside enterprise . . . and because of its ability to stand alone from other architectural or landscape elements, it is the free standing sign that most frequently defines the essential character of the sign system in most suburban or rural communities.

All environmental signs are stationary, graphic communication devices which depend upon the flow of people around and past them in order to

transmit messages. As the velocity of this flow increases, the time required for both message transmission by a sign and message assimilation by a viewer necessarily decreases. Because free standing signs, as a type, are generally positioned to transmit messages to rapidly moving viewers, their design, size, height and placement are critical if they are to function properly.

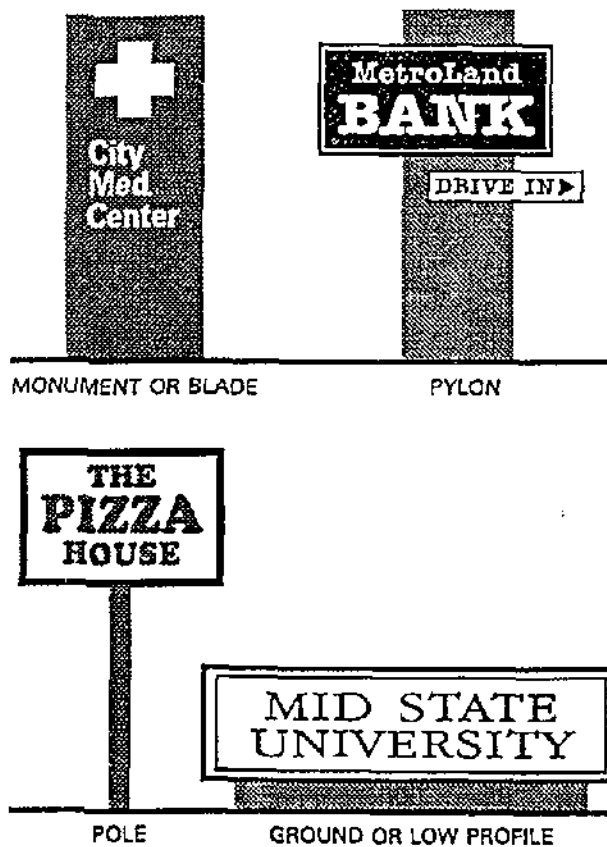
In addition, free standing signs define the use of a space or place, rather than simply identify a building. It is this characteristic which makes them so useful to a broad range of roadside activity, and which also demands that their messages be unequivocally clear, concise, and readily assimilated. And after dark, as other visual landscape cues disappear, it remains for the illuminated free standing sign alone to serve motorists with a reliable guide to the environment.

TYPES

A free standing sign may be defined simply as *any sign supported permanently upon the ground by varied means and not attached to any building or structure whose purpose is not to support such sign*. Within this definition, a relatively wide variety of design types can exist. Drawing 1 illustrates a few basic free standing sign types, from which numerous variations are possible.

Because of the varied types, regulation of free standing signs by means of overall size limitation can create unintended results. For example, many communities may wish to encourage the use of monument type free standing signage instead of the pole type. An ordinance that does not recognize the difference between the two types, however, and which prescribes a limited amount of square footage for total sign area, regardless of type, will actually serve to encourage the pole mount sign. This is because when square footage is limited, most sign users will maximize the space allotted for copy, rather than utilize it as part of a monolithic design element.

Ordinances which regulate the copy area, rather than the overall sign area,



DRAWING 1
FREE STANDING SIGNS - GENERAL TYPES

can, in this context, be useful in promoting a variety of free standing sign usage without adversely affecting the communicative value of one type over another. Additionally, depending on topography or other landscape factors, an ordinance may be tailored to encourage one type of free standing sign over another in particular zones. Thus, in relatively low speed, low density zones, the monument or ground type sign could be encouraged by ordinance, while in high speed, high density zones, the more easily readable pole and/or pylon signs could be encouraged.

VIEWING TIME

A number of factors can impact the readability of free standing signage. Principal among them are setback, size, height and copy content. Additionally, because most free standing signage is designed to communicate with the inhabitants of moving vehicles in a complex environment, viewing time - measured as the time span during which the message on the sign can be read and understood - is critical. More so than with any other form of signage, viewing time is essential to the proper functioning of free standing signs. This time span, usually only a few seconds, represents the sole window of opportunity during which the free standing sign can transmit its message to the moving motorist. From the standpoint of the motorist, viewing time translates into a kind of comfort index - the greater the time to view and assess the environment, the greater the comfort. Thus, in the dynamic commercial environment, there is a clear interaction between the road, the roadside free standing signage, and the motorist as he traverses that road at a given speed. An understanding of this interaction is fundamental to the proper use and regulation of free standing signage.

Motorists generally are assumed to require at least a few seconds to safely negotiate a substantial change in vehicle direction or speed. Based upon information available to the motorist from a relatively constant visual scan of approaching roadside features, appropriate maneuvers will be initiated to effect lane changes or to decelerate prior to a turn into a desired location. With adequate perception, recognition, and reaction on the part of the motorist, these maneuvers usually can be made in a safe manner. If recognition of a roadside feature requiring vehicle maneuvering is slow or late, however, drivers may be forced to choose between an abrupt, unsafe maneuver or an inconvenient drive-by of the location.

Free standing signs make up part of the motorist's visual scan, and to the degree that the information on the signs can be readily processed and understood, the essential driving task is unimpaired. When signage is too small, improperly situated, or lacks contrast between copy and background, however, it is frequently necessary for the motorist

attempting to locate a particular site or curb cut to either divert attention from the road in order to search out the information required, or to decelerate rapidly.

In attempting to locate a particular site, most motorists scan for the existence of a free standing sign which defines the general location sought. Given sufficient time after the sign has been seen and recognized, a safe deceleration and lane change maneuver can be made by the motorist preparatory to entrance into the curb cut. As the site is approached in decelerated mode, additional smaller scale free standing signs may be in place to further assist the motorist in clearly identifying the entrance to the location.

In actual practice, this optimized use of roadside signage is seldom approached. Occasionally, topographical factors - such as road curvature or severe changes in elevation - interfere with optimum visibility. More often than not, however, this interference is the result of zoning size and/or placement restrictions which fail to take into account the dynamics of a landscape in which the principal views are from the seat of a moving vehicle.

In this environment, even a relatively slow moving vehicle covers a surprising amount of ground. At 30 MPH, for instance, an automobile travels 44 feet per second, or about two and one-half car lengths. In bumper-to-bumper traffic at even the relatively slow speed of 30 MPH, it is obvious that as little as a one-second distraction of the driver's attention could result in a severe rear-end collision. Driver's who are responsible for causing such collisions, in fact, frequently cite that their attention was diverted "for only a second!" At 60 MPH, distance covered is doubled to 88 feet per second, and in the ten seconds normally necessary for the average motorist to recognize, react, and safely turn into a roadside location, 880 feet - or the length of almost three football fields - has been covered.

Chart A below lists distance covered in feet per second at various travel speeds.

It is precisely because of this time-speed ratio that federal and state department of transportation "guide" signs are large, high in contrast, and placed in direct view of the driver, usually

Miles Per Hour MPH	Feet/Second
30	44
40	58.6
50	73.3
60	88
70	102

overhead and clearly within a comfortable visual scan. On high speed roads especially, guide signage follows a typical pattern, with at least one or more signs placed well in advance of a turning point to afford motorists ample time to change lanes and decelerate, before the final destination guide sign is encountered at the turning point itself.

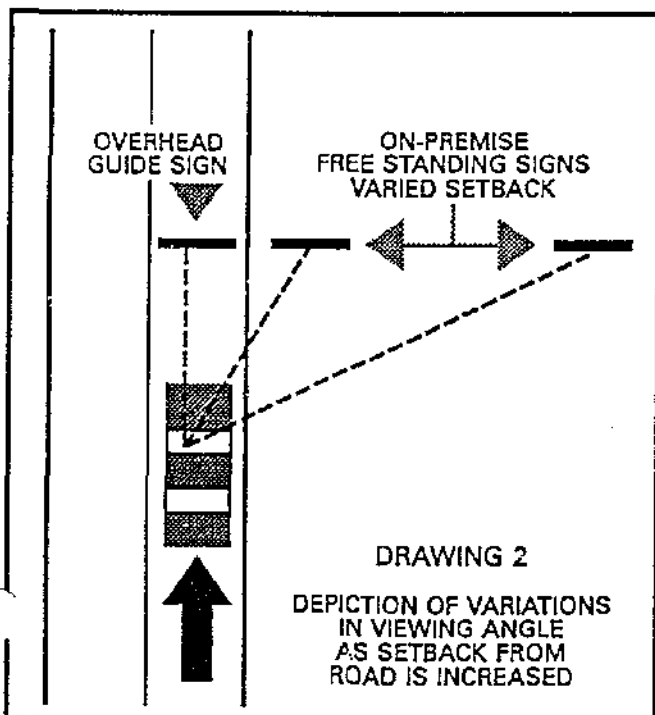
SIGN PLACEMENT

For the most part, free standing signs are viewed through the windshield of an automobile which is rapidly closing the distance between itself and the sign at the roadside. At some point, as the view angle between the auto and the sign decreases, effective communication becomes impossible, unless the viewer is blessed with exceptional peripheral vision. It is this "windshield view" that makes both the design and regulation of free standing signs so challenging, particularly if designer and regulator share an equal concern with assisting motorists through optimum roadside communication. The windshield view, incidentally, which causes free standing signs at the roadside to "disappear" as they are approached, is not a factor for most traffic control guide signs which, whenever possible, are placed directly above the road itself and remain viewable almost to the instant when they are passed.

Drawing 2 illustrates how setback alone can seriously affect the deterioration of view angle as a free standing roadside sign is approached.

The danger of setback is that as sign setback from the road right-of-way is increased, viewing time is decreased, unless a motorist, in order to read the sign, turns his head and takes his eyes off the road.

Although there is no definable correlation



between the existence of roadside signage and traffic safety, the ability to process information through the windshield of a rapidly moving vehicle without losing sight of the road is obviously a critical component of traffic safety. A number of automobile manufacturers, to this end, are now offering "heads-up" displays in which vital information is projected directly on the windshield of the automobile - similar in concept to the now common "heads-up" display of vital targeting information available to pilots of modern fighter aircraft. Sign regulation which requires the setback of free standing signs serves to cut down windshield viewing time, and to the degree that setback cuts down viewing time, traffic safety may also be impaired. Thus, when at all possible, free standing signs should be located as close to the roadside as practicable where they will be capable of transmitting their messages over a greater span of time and thereby allow motorists a more manageable, and safer, windshield view of the total environment.

SIGN SIZE

Of all the factors involved in sign visibility, adequate size may be the most significant. Yet, in far too many zoning deliberations involving regulation of free standing signs, the question frequently seems to be, "How small can we make them?" A more cogent question, however, might be asked, and that is, "How safe and effective can we make them?" Using this latter question as the benchmark, minimum as well as maximum size considerations can be explored. In this context, it is clearly important that roadside signage be easily readable . . . and, just as viewing time is a function of traffic speed, readability of the message is a function of letterform size and legibility.

Chart B, developed from the Guideline Sign Code of the [redacted] office, [redacted] should be noted that this chart is predicated upon the use of exceptionally readable letterforms, such as sans serif Helvetica or Univers Medium and also assumes maximum contrast of black letters on a white background. In practice, the ideal readability conditions expressed in the chart seldom exist in the landscape. For this reason, some degree of "error margin" should always be added to the readability figures when they are used to effect regulation of signage in actual landscape conditions.

By using readability as expressed by Chart B, and distance over time (as expressed by Chart A), a minimum size expectation for free standing signage can be derived. The following procedural analysis is intended to demonstrate how a reasonable minimum size for on-premise free standing signage can be calculated, based on the interaction of traffic speed, viewing time,

and optimally readable copy. To accomplish this, three factors must be resolved. They are: (1) Average copy content of the signage, (2) Average readability of the signage as expressed by letter size, and, (3) Average speed of traffic past the signage site.

In general, the copy or content of free standing signage is kept by designers to relatively few words or symbols. Such signage is usually limited to six or seven words averaging seven or eight letters each. By multiplying average words by average letters

per word (6 words x 8 letters), the result is a component of 48 letters per free standing sign. Assuming visibility conditions in which the speed of traffic is 50 MPH with a typical driver reaction time of 10 seconds, a minimum size standard for free standing signage under these conditions can be approximated as follows:

MAXIMUM READING DISTANCE (Ft.)	HEIGHT OF LETTERS	WIDTH OF LETTERS	LETTERSPEACE (Space Between Letters)
500	12"	7"	4 1/2"
600	14"	8"	5 1/2"
700	16"	9 1/2"	6"
800	18"	11"	7 1/2"
1000	24" (2')	14"	9 1/2"
1500	36" (3')	2' - 2"	1' - 2 1/2"
2000	48" (4')	2' - 5"	1' - 7"
2500	60" (5')	3' - 0"	2' - 0"
3000	72" (6')	3' - 7"	2' - 5"
3500	84" (7')	4' - 10"	3' - 2"
4000	96" (8')	5' - 5"	3' - 6 1/4"
5000	120" (10')	6' - 0"	4' - 0"

spacing between letters of approximately 1/3 their height, each 16 inch high letter will occupy 16 inches of horizontal space as well, for a total

VISIBILITY CHART

per letter of 256 square inches. 256 square inches equals 12288 square inches, or 85 square feet, which represents the area required for average copy only. To this must be added to account for space between words, space between copy lines, and space around the edges of the total copy component. 40 per cent of 85 square feet equals 34 square feet, which, when added to 85 square

CHART B

feet results in a minimum sign copy area size of 119 square feet under ideal viewing conditions. By adding to this at least 50 square feet to account for variations in driver visual acuity, letterform complexity, haze, traffic density, and other extraneous conditions, the minimum size for a free standing sign in a 50 MPH zone can more appropriately be calculated at 155 square feet.

In the next issue of Signline, we will continue the discussion of free standing signage with an examination of height considerations, how copy variations affect readability, and offer some regulatory formulae for control of clutter and for minimum/maximum size considerations related to both speed of traffic and property frontage in various zones.

Can We Help?

If you would like more information concerning on-premise signage, or if you are wrestling with the prospect of updating an existing sign ordinance or with the creation of a completely new sign code, the Midwest Sign Association is ready to provide counsel and assistance.

Simply call or write the Midwest Sign Association executive offices. A member of the MSA executive staff will contact you without delay and without obligation.

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Midwest Sign Association
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 Phone: (513) 984-8664 / FAX: (513) 984-1539
 Subscription: \$12.00 annually

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 Bob Kraabel
 Jerry Sanford
 Noel Yarger

**Wade Perrow
P O Box 1728
Gig Harbor, WA 98335**

City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

February 27, 1998

ATT: Steve Osguthorpe
RE: Sign Orientation

Dear Steve:

Thank you for the clarification letter of February 25th regarding The Inn at Gig Harbor. I would appreciate these facts being explored as it relates to the orientation of the sign based on the information provided in your letter.

1. **At least 70% of the allowed signage for a building shall be oriented to the road or main parking lot of the project has direct driveway access to.** *My question is "The Inn presently is not using its total allocated signage. Therefore, 30% of it could be located on other parts of the building. Is that correct?"*
2. **"The remaining signage may be oriented toward the building side or rear, providing the building has road frontage along that side or rear..."** *Attached is a drawing which indicates the roadway frontage including the roadway easement across Holmaas' property to the south. This roadway between the building and State Route 16 is a primary entrance to the building. As you will note, there is a set of double doors entering this side of the building for banquet purposes. I would appreciate clarification as to why the easement across Holmaas' and the road in front of The Inn between State Route 16 is not considered a road in the interpretation of the present sign code.*
3. **Currently an issue with The Inn at Gig Harbor is the signage would be oriented toward the freeway or freeway interchange areas.** *My question is, the Wesley Inn sign, which is located high at the peak of the roof, is clearly oriented toward the freeway. How can that sign be allowed and the sign we are requesting at The Inn not be allowed. Clarification and equity is really what I am asking for.*

Again, I appreciate your rapid response to my request as these items are issues I would like to address and get clarified during the sign code review and adoption. **As you can imagine, I am looking for parity and fairness in the sign code. It is no secret that I feel the Best Western sign, high on the peak of the roof, is a sign which is clearly oriented to the freeway and interchange areas for viewing and not to denote the front entrance.**

The City can be assured that we will cooperate in complying with the City's sign code as it is formalized. In the interim I am bringing out my concerns in the hope that we can create reasonable parity within our community.

Sincerely,

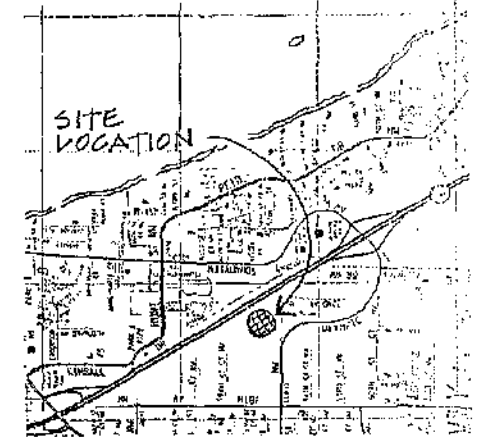



Wade Perrow

cc: City Council Members

The Inn at Gig Harbor

The P & T Partnership ♦ Pacific Design Group



Vicinity Map M.T.S. 

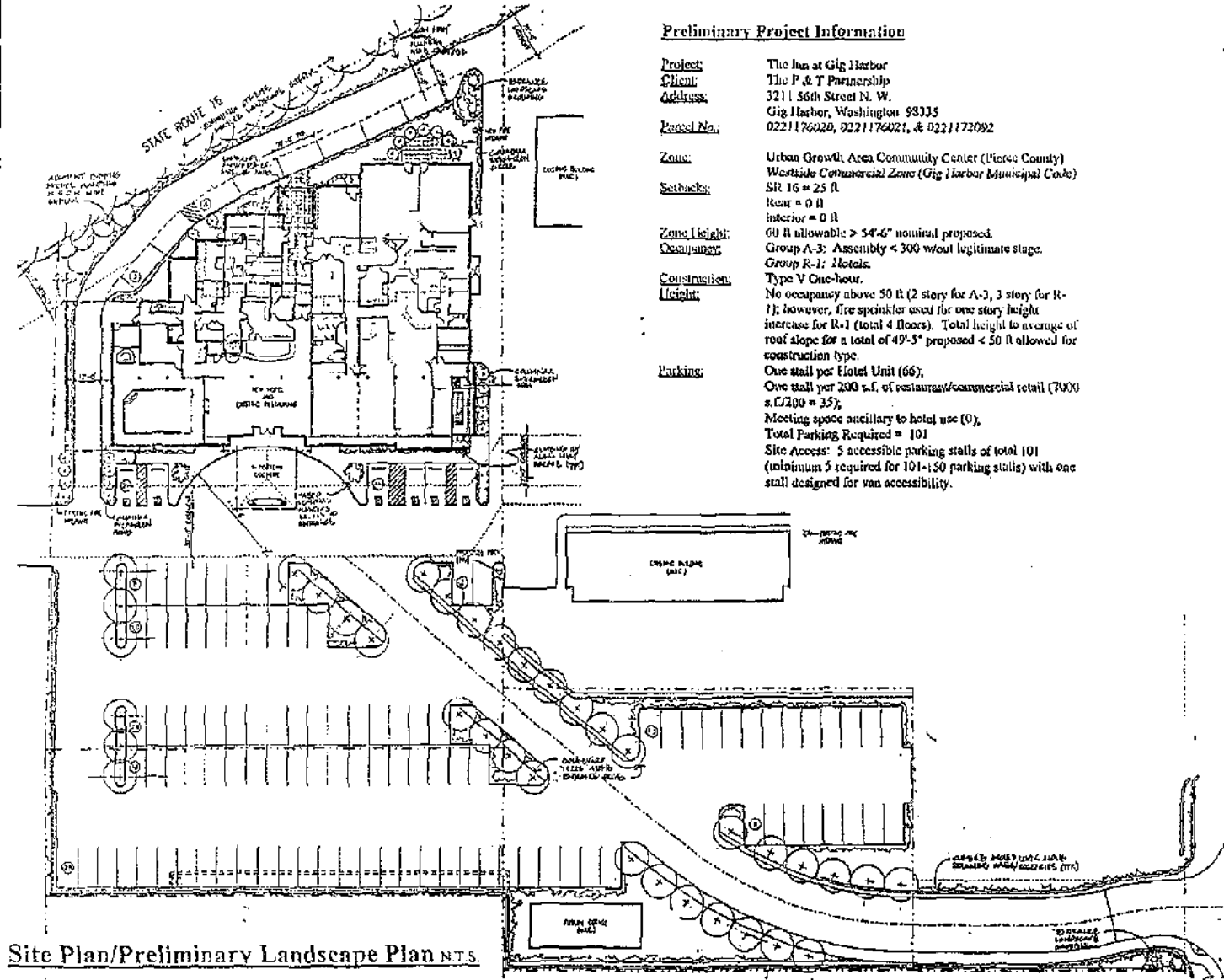
Preliminary Project Information

Project: The Inn at Gig Harbor
Client: The P & T Partnership
Address: 3211 56th Street N. W.
 Gig Harbor, Washington 98335
Parcel No.: 0221176020, 0221176021, & 0221172092

Zone: Urban Growth Area Community Center (Pierce County)
 Westside Commercial Zone (Gig Harbor Municipal Code)
Setbacks: SR 16 = 25 ft
 Rear = 0 ft
 Interior = 0 ft

Zone Height: 60 ft allowable > 54'-6" nominal proposed.
Occupancy: Group A-3: Assembly < 300 w/out legitimate stage.
 Group R-1: Hotels.
Construction: Type V One-hour.
Height: No occupancy above 50 ft (2 story for A-3, 3 story for R-1); however, fire sprinkler used for one story height increase for R-1 (total 4 floors). Total height to average of roof slope for a total of 49'-5" proposed < 50 ft allowed for construction type.


Parking: One stall per Hotel Unit (66);
 One stall per 200 s.f. of restaurant/commercial retail (7000 s.f./200 = 35);
 Meeting space ancillary to hotel use (0);
 Total Parking Required = 101
 Site Access: 5 accessible parking stalls of total 101 (minimum 5 required for 101-150 parking stalls) with one stall designed for van accessibility.



Site Plan/Preliminary Landscape Plan M.T.S.

02/17/98

To: My fellow councilmembers

From: Steve 

Re: Thoughts and comments on the sign code revision

After reviewing what the Planning Commission has suggested for adjustments to the sign code, I have a few areas that I thought we might want to consider for some additional changes. Overall, I feel that the Planning Commission did an outstanding job identifying and correcting the areas that were in need of adjusting in the code. I bring up the following for our discussion and consideration and look forward to your comments.

17.80.030 Definitions

1 - Abandoned Signs

Increase from 30 to 90 days the time for allowance due to tenancy change. Also increase from 30 to 60 days time to repair damaged sign.

15 - Flashing Signs

Amend second line to read "... and off in a constant *or* random pattern. Also I think we need to add a definition for **Changing message centers**.

40 - Readerboard

I think we need to add the words *non-electric* in here somewhere. I think we are trying to define here the type of readerboard sign that has manually changeable letters and I want to be sure we do not allow electric type readerboards.

56 - Window Sign

Amend first line to read "... means a sign which is mounted on, *painted on, attached to, or placed within...*

- Another thought on Window signs...while we limit them to no more than 50% of the window area, do we want to limit them to the lesser of 50 % of window area or allowable building signage allowed. For example, if the total allowable signage for a business was 50 sq. feet but they had 200 sq

feet of window area, should we limit their window signage to 50% of the window space (100 sq feet) or no more that the allowable business sign area of 50 sq feet?

17.80.090 Sign Standards for Area 1

A.4. Maximum Sign Area

Amend second line to read "...(100) square feet total *on all sides*, not to exceed 50 square feet on any one side, or one square..."

17.80.110 Temporary Signs

D Campaign/Political Signs

While we limit when the signs have to come down (7 days after the election) I think we also need to limit when they go up. Possibly no sooner than the official filing date for the office.

17.80.130 Nonconforming Signs

C - Amend line two to read "... changes must conform to this code as to color, sign graphics, materials, illumination, and *height*."

D.4. - We need to make sure that the wording here applies to signs only in the area of the 20% increase. We don't want this to apply, in the case of a multiple occupancy building, to tenants who did not participate in or benefit from the increase building size.

If anyone has any questions please give me a call at work 756-2000 or home 851-7937. Thanks.

Memorandum

To: The Community of Gig Harbor, Mayor Wilbert and Council
CC: Planning Commission and City Staff
From: Marilyn E. Owel, City Council :
Date: February 18, 1998
Re: Proposed Revisions to Sign Code: Planning Commission and Staff Recommendations

Of the 13 issues reviewed by Planning Commission and their proposed revisions thereto, I support Planning Commission Recommendations as follows:

1. Master sign plans;
2. Window signs;
3. National brand product or logo signs;
5. Amortization.
6. Illumination restrictions on internally illuminated signs.
8. Allowable wall signage.
9. Portable signs.
10. Real Estate Signs.
11. Reader boards.
12. Sign areas.

My point of view on Item 4 (Freeway visibility of signage) and Item 7(Inflatable Displays) are as follows

4. Freeway visibility of signage:

I am opposed to treating the interchange nodes differently from non-interchange nodes. Defining them as "Interchange Nodes" in effect, creates another signage 'area' separate and apart from the area a given business may be in – it creates an overlay zone of sorts – is this really what we want to do?

I am not willing to consign public rights of way to private use for any purpose (advertising included). I don't expect to ever understand why, if freeway visibility is so important, it is that the least attractive aspects of commercial buildings face the freeway (the trash cans, the dumpsters, the loading zones) and why business would want to put their signature on it. Be that as it may, there is a difference between incidental visibility and the grossly insensitive, "in your face", visibility that has come to dominate those areas having no restrictions whatever. Largely, here in Gig Harbor, the status quo in signage does not violate the premise that the general public has a legitimate interest in the public rights of way as well. That is what I would like to protect and retain, and that is what I would like this section to address. I think an attractive environment is as important to businesses as it is to anyone. and and I suggest that we not prohibit limited (size, height, illumination) wall signage, but that we require landscaping, screening, etc anytime signage is visible across freeway public right of way. These landscaping requirements are not intended to obscure the limited wall signage, but rather to integrate it into an area so that it does not dominate a scenic right of way that belongs to everyone.

Should the interchange node concept remain, I am completely opposed to expanding its current definition.

Item 7: Inflatable Displays

Spent, burst, fragmented balloons are a specific environmental hazard to birds. Therefore, my preference would be to ban outdoor inflatable displays.

Item 13: Miscellaneous Housekeeping

A. Definitions: 18.80.030

1. Define frontage. Use the Black's Law Dictionary definition (attached)
2. Definition, 1.: Abandoned Sign: Increase the time – 120 days.
3. 46. "Sign"(a): delete: "of the sale". Sentence now reads (a) any visual communication. . .placed for the promotion of products, goods," Rationale: This should apply to all signage, not just those "of the sale"
4. 47. " Sign Area" next to the last sentence, after: . . .the largest sign area. . . , insert, "all sign graphics including all spaces and voids between or within letters or

symbols which comprise a single statement word, description, title, business name, graphic symbol or message.

5. 48. "Sign Graphics" insert "sign face" after "... does not include and just before "background surface".

6. Section 17.80.040: Second sentence. . .after "...first obtaining a sign permit..." insert "except as outlined in Section 17.80.020. (so people understand a permit is not required for normal maintenance.

7. Section 17.80.120 Prohibited Signs

D. Signs or parts of signs which revolve or otherwise have mechanical or motorized motion. . .ADD " or change text or graphics electronically".

MEMORANDUM

**TO: Mayor Wilbert, City Council Members
and Planning Staff**
FROM: Nick Markovich
SUBJECT: Proposed Revisions to Sign Code - First Reading.
DATE: February 23, 1998

At the conclusion of the last sign code hearing, it was determined that we submit comments in writing if suggesting changes to the Planning Commission Recommendations.

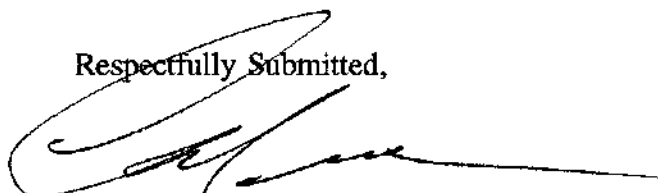
The Planning Commission worked through a difficult process in arriving at their recommendations for revision to the current sign code. I applaud each and every member of the Planning Commission for their dedication to this process. I also applaud them for their conscientious and well reasoned recommendations.

I support the recommendations of the Planning Commission, including those recommendations pertaining to non-conforming signs and open house signs. There are a few other minor issues which were not entirely resolved in my mind at the last hearing, but which I am hopeful can be resolved at the first reading. These areas are as follows:

1. Whether references and preferences for certain colors might be discriminatory or foster arbitrary decision making;
2. Whether we care if individual pan-channel sign graphics are 21" or 24" in height;
3. Whether the definition of "abandonment" provides for a sufficient period of time; and
4. Whether it is necessary or desirable to refer sign permitting to the design review process.

I want to make it very clear that I can live with the Planning Commission Recommendation in its entirety. However, the above issues have been raised and we will do well to address them at this time.

Respectfully Submitted,



Nick L. Markovich

To: Mayor Wilbert and Council Members
From: Derek Young
Date: February 18, 1998
Subject: Sign Code areas that need amending

1) Remove the "color" wording from 17.80.020 B (permits not required), 17.80.060 2cii (general regulations), and 17.80.130 C (non-conforming signs). These all have to do with the colors that are allowed in signage, especially regarding the general regulation section. I have philosophical problems with trying to objectively determine what colors are allowed when the most offensive ones are already regulated (neon and fluorescent). Please take the time to look at some of the signs that would be non-conforming. For example, Safeway, Bartells, and even possibly the Pierce County Library signs, none of which are "heavily imbued with brown or black undertones" but I do not perceive them as offensive. Lighting intensity is already regulated around residential areas in 17.80.100 A.

2) Change the number of days for removal of abandoned signs from 30 to 60 days, 17.80.030 1. (definitions). This time period, while one needs to be in place, is relatively short and already examples are popping up around the city where this could be a problem (Chesapeake Bagel Company, Borgen's, etc.)

3) It seems that there might be good reason, as pointed out in the Public Hearing, that we should consider altering the freeway interchange node in 17.80.030 17. (definitions) as per request of Mr. Perrow and Mr. Holmaas.

4) As I believe the color content should be removed it follows that 17.80.040 A. (permits) we should remove the word "painted" from the list of changes that require a permit.

5) 17.80.060 2a and 2c (general regulations) Three inches of signage does not seem that detrimental to aesthetics to warrant additional financial burden to franchises or other stores that would have to special order 21 inch signs. Therefore, I would propose altering the limit from 21 to 24 inches.

6) Finally, re: 17.80.110 B1 and B2 (temporary signs) I am convinced that open house signs are self regulated by the realty companies as they are expensive and in most cases, the agents are personally financially responsibly for the return of those signs.

*If any questions call me at home
857-2067*

2/18/98

Set 17.80.030

① change 30 days to 180 days
for tenancy

change 60 days for damaged
vandalized

② Review the Review of the
Design Manual. If we
are going to ex. it, it
should be reviewed in one
year.

③ Re comment the planning Commission
resolution on non-complying signs.

④ I believe we should have public
input on Council recommendations
Monday night.

⑤ Impact on Wade Rivers reverts.
Fitch dated 1/12/98

John A. Hill

Molly Towslee

From: Bob Dick <bdick@harbornet.com>
To: harbor@harbornet.com
Subject: Proposed Amendments to Planning Commision Draft Sign Code
Date: Tuesday, February 17, 1998 8:14 PM

Molly,

Please prepare the following proposed amendments to the draft sign code amendments recommended by the Planning Commission, including their new numbering:

1. Amend Section 17.80.030(1) by deleting the words "thirty (30)" and substitute the words "ninety (90)" in each place where it appears.
2. Amend Section 17.80.060(G)(2)(a) and (c) by deleting the words "twenty-one (21)" and substituting the words "twenty-four (24)" where appearing.
3. Amend section 17.80.110(D) by removing the strikeout markings from the second sentence, restoring the former sentence, which reads "These signs may be posted for a period not to exceed 90 days."

Please share these proposed amendments for consideration at the first reading on February 23, 1998.

Thank you.

Molly Towslee

From: Bob Dick <bdick@harbornet.com>
To: harbor@harbornet.com
Subject: Sign Code Draft Amendments
Date: Wednesday, February 18, 1998 6:53 AM

Molly,

Please add the following change to the Whereas paragraphs of the Planning commission draft to support the changes I previously offered.

On page 4 of 28, line 36, and on page 5 of 28 lines 1, 3, and 5, substitute the words "24" for the words "21".

Thank you

