

GIG HARBOR CITY COUNCIL MEETING



January 13, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
January 13, 1997 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance - Gig Harbor North Annexation (ANX91-04).
2. First Reading of Ordinance - Amendments to Title 17 of the GHMC - GH North Annexation Zoning.
3. First Reading of Ordinance - Sewer Rate Increase Ordinance.
4. Prosecutor Employment Agreement.
5. Resolution - Adjustments to Personnel Manual.
6. First Reading of Ordinance - Adopting New Job Description and Salary Range - Public Works Clerk.
7. P & H Partnership - Request for Refund.
8. Voice Mail Contract - PTI Communications.
9. Resolution - Designating Borgen's Corner.
10. Liquor License Renewals - Marco's Restaurant / Mimi's Pantry; Gourmet Essentials; Harbor Inn; and Neville's Shoreline.

MAYOR'S REPORT: Legislative Priorities.

COUNCIL COMMENTS:

STAFF REPORTS:

1. Chief Mitch Barker - GHPD.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: For the purpose of discussing litigation and potential litigation.

ADJOURN:



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: VOICE MAIL - CONTRACT WITH PTI COMMUNICATIONS
DATE: JANUARY 8, 1997

INFORMATION/BACKGROUND

We have received three bids for a voice mail system that is compatible with the current telephone system and allows the flexibility and growth capabilities needed for City Hall. These bids are as follows:

PTI Communications:	\$8,148 plus tax (includes installation, programming and training)
United Communications:	\$9,180 plus tax (includes installation, programming and training)
WillTell Communications:	\$13,995 plus tax and installation charges

FISCAL IMPACTS

The attached contract with PTI Communications is for \$8,148, which includes labor and training, but not sales tax. This amount was budgeted for in the 1997 budget.

RECOMMENDATION

Move to authorize the Mayor to sign the attached contract with PTI Communications for the Norstar Voicemail System in the amount of \$8,148 plus tax.

EQUIPMENT ITEMIZATION

NT5B76AK-93

**Norstar Voice Mail
Model 6
Release 2.0**

1,000	Mailboxes
1	Auto Attendant (30 Hours Storage)
1	CCR
1	Expansion to 16 Voice Channels
1	CLID
1	Off-Premise Notification (Remote Ability to Change Greetings)
6	Channels (Requires 3 Norstar Station Ports)

A portion of the above described equipment is or may be affixed to the following described real estate in such a manner as to become fixtures:

The record owner and lessee's name and address are as follows: _____

SALES AGREEMENT

T.U. of Washington, Inc. dba PTI Communications

2 Skansie Ave

Gig Harbor, WA 98332-8415

(HEREAFTER CALLED "THE COMPANY") A Pacific Telecom Subsidiary

JOB NO. K97002
OFFERED BY CC Williams
DATE OFFERED 1-7-97
DIVISION OFFICE Gig Harbor

CLIENT City of Gig Harbor

STREET 3105 Judson St.	CITY Gig Harbor	STATE WA	ZIP 98335
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CLIENT CONTACT Molly Towslee	TITLE Admin. Assistant	TELEPHONE (206) 851-8136
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THE COMPANY offers the materials and services as described in this AGREEMENT

- | | |
|--|--|
| <input type="checkbox"/> EQUIPMENT SALES SUMMARY | <input type="checkbox"/> INSTALLATION ON TIME GUARANTEE |
| <input type="checkbox"/> SYSTEM DESIGN SOFTWARE | <input type="checkbox"/> CORPORATE GUARANTEE |
| <input type="checkbox"/> SYSTEM DESIGN GUARANTEE | <input checked="" type="checkbox"/> WARRANTY <input type="checkbox"/> 90 DAY <input type="checkbox"/> EXTENDED |
| <input checked="" type="checkbox"/> EQUIPMENT ITEMIZATION ATTACHED | <input checked="" type="checkbox"/> ONE-YEAR |

Client agrees to purchase these materials and services for: PRICE \$ 8,148.00 plus tax
 Sale price does not reflect any city, county or state sales tax.

CASH TERMS

First installment of 25% is due upon the execution hereof. Final installment of 75% is due upon the system cut-over. ~~There will be a 20% re-stocking fee assessed if the order is cancelled two weeks or less prior to scheduled installation date.~~

FIRST INSTALLMENT	FINAL INSTALLMENT
\$ 2,037.00 + tax	\$

LEASE TERMS

Plan _____ Prepaid payment and Security Deposit due upon signing of agreement. Security Deposit will be returned to client at the return of the lease term or any renewal term. All rates, amounts, and terms of lease are subject to acceptance by PACCOM Leasing Corporation.

SECURITY DEPOSIT	TERM OF LEASE	MONTHLY PAYMENTS	PURCHASE OPTION AT EXPIRATION OF LEASE
\$		PLUS SALES TAX WHERE APPLICABLE	

Requested cut-over date 2-15-97 Scheduled cut-over date 2-15-97
 Final installation of materials and completion of services covered by this agreement shall be made on or before _____
TO BE FURNISHED BY THE COMPANY OPERATIONS

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS SALE AGREEMENT. BUYER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, BUYER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING SIGNED BY BOTH PARTIES. THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS AND LIMITS ITS LIABILITIES TO THOSE STATED WITHIN.

CLIENT SIGNATURE	DATE	THE COMPANY AUTHORIZED SIGNATURE	DATE
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REGULAR GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 9, 1996

PRESENT: Councilmembers Platt, Picinich, Markovich, Owel and Mayor Wilbert.
Councilmember Ekberg arrived at 7:35.

PUBLIC COMMENT/DISCUSSION:

Georgia Allen - 6230 SE Alpine Way, Olalla WA - Ms. Allen presented a petition of 550+ signatures to rename the corner of Harborview and North Harborview to Borgen's Corner in honor of the late George Borgen. The Mayor took the petitions and said she would consult the various city departments involved to see if we could rename the corner.

SPECIAL PRESENTATION:

Asphalt Paving Association of Washington - Best Paving Award - The representative from Ace Paving who was to present the award was not present at this time and it was decided to postpone this item until he arrived.

PUBLIC HEARING:

1. One-year Moratorium on Telecommunications Facilities. Mayor Wilbert opened the Public Hearing at 7:15 p.m. Ray Gilmore gave a brief overview of the Planning Commission's work program for Telecommunications Facilities standards. City Attorney Carol Morris then gave a short presentation outlining various items the Council needed to consider. Public Works Director Wes Hill spoke to the issue of protecting our investments (streets, water towers, etc.) when considering the siting of Telecommunications Facilities. Mayor Wilbert asked if anyone else in the audience had any comments on the one year moratorium, there being none, Mayor Wilbert closed the public hearing at 7:25 p.m.

MOTION: Move approval of a one year moratorium on Telecommunications Facilities pending further study by the Planning Commission and that we adopt finding and conclusions along the lines of those suggested by counsel and staff to be submitted at the next regular Council meeting.
Markovich/Picinich - unanimously approved.

CALL TO ORDER: 7:28 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the November 25th meeting, as presented.
Picinich/Platt - unanimously approved. Councilmember Owel abstained.

SPECIAL PRESENTATION:

Bruce Christopherson - Ace Paving - Wes Hill introduced Mr. Christopherson and commended Ace Paving for their part in this award winning project. Mr. Christopherson explained that this project was judged best in the state by the American Public Works Association and the award was presented to Ace Paving jointly with the City. He also complimented the city staff and the especially the citizens for their patience and cheerful attitude during the construction.

CORRESPONDENCE/PROCLAMATIONS: - Mayor Wilbert brought to the Council's attention several pieces of correspondence she had included in the packet for them to read.

OLD BUSINESS:

1. Second Reading of Ordinance - Adult Businesses - Ray Gilmore explained that this was the second reading of this Ordinance that the Planning Commission is recommending to the Council. He further explained that the Planning Commission did not choose to hold a second public hearing, which is strictly an option under our administrative procedures.

MOTION: Move to adopt Ordinance No. 743
Markovich/Picinich - unanimously approved.

2. Third Reading of Ordinance - Comprehensive Parks Plan - Wes Hill gave a short presentation of the Parks, Recreation and Open Space Plan.

MOTION: Move to adopt Ordinance No. 744
Picinich/Markovich - unanimously approved.

3. Second Reading of Ordinance - Budget Amendment - Finance Director Tom Enlow explained that two general fund departments required adjustments to their 1996 appropriations due to professional services exceeding their expectations.

MOTION: Move to adopt Ordinance No. 745
Markovich/Picinich - unanimously approved.

NEW BUSINESS:

1. Resolution - Call for Election, Westside Annexation - Ray Gilmore introduced this Resolution and explained that the Boundary Review Board had received no appeals and therefore we adopting this Resolution calling for the election date of February 4, 1997. The Resolution also states that there will be two propositions. One being for or against

the annexation, and the second being the assumption of the taxpayers fair share of bonded indebtedness. These two propositions are not linked, should the annexation pass there is no obligation for the voters to pass the proposition of bonded indebtedness. They are both simple majority votes. Mark Hoppen explained that he would be delivering the entire election packet to the County by December 20th.

MOTION: Move adoption of Resolution No. 485
Picinich/Owel - unanimously approved

2. Utility Extension Request/Exemption Criteria - McPherson, Chevron Mini-Mart - Mark Hoppen explained that the McPhersons had come before City Council previously requesting sewer outside the city limits at the corner Olympic Dr. and Pt. Fosdick Dr.. He further explained that they were returning in order to address the exemption criteria. William Linn, the attorney representing the McPhersons, gave an explanation of the three things they wished to accomplish at this meeting: 1) Clearly state what the proposal is and what the McPhersons can and can't do; 2) Present a brief traffic testimony showing that the driveways as they are enhance the public safety; and 3) Come away with a decision from the City Council. City Attorney Carol Morris inquired of Mr. Linn if this was a new application and would Council be expected to rely upon evidence submitted in previous meetings. Mr. Linn replied that he did not know what was before the Council and that they would be addressing the eleven items the City said would be necessary to gain approval. He said that the McPhersons would like an opportunity to show how they meet the eleven items with the exception of the item requiring elimination of the driveway. Ms. Morris requested further clarification on what basis exactly Mr. Linn was expecting the Council to base it's decision. It was additionally pointed out by Ms. Morris that the Council would be unable to make a decision this evening, as their previous application was denied, therefore, there is no application for the Council to decide upon. There was some discussion by Councilmember Owel of whether or not the application had been denied or simply tabled. City Attorney Carol Morris read the minutes of the September 9th meeting and the motion for denial. Mark Hoppen stated that he felt that this was a new application. Councilmember Ekberg asked if this proposal they were about to see had been reviewed by staff. Mr. Linn stated yes it had. Public Works Director Wes Hill replied that he had not reviewed the specific proposal relative to the traffic information, as it was not available Friday evening when he met with Jeff McPherson. The McPhersons stated that there was no new information. Councilmember Ekberg asked whether or not they would be hearing a new proposal or just an outline of the differences between what they had seen before. An extensive discussion followed on whether or not the McPhersons had in fact had an opportunity to testify and Councilmember Ekberg asked for a 5 minute recess to clarify these issues. Mayor Wilbert further asked for Ron McPherson to explain what it was they were going to present. Mr. McPherson stated that this was the same thing they were going to present before and was not new. They intended to respond to the eleven points from staff and to explain how they feel they have complied all points

except the requirement to get rid of the second driveway. Councilmember Ekberg asked for clarification of the eleven points and an additional memo from the Planning Staff dated December 4th with 29 points. Mr. Hoppen explained that Mr. McPherson's intent was to explain those eleven points with respect to exception criteria not taking into account transportation standards. Mr. McPherson stated that he could no longer spend any more money redesigning this project. Councilmember Platt inquired as to why it would be redesigned if it was denied? Mr. McPherson explained that they felt Council had not seen the plan. Councilmember Ekberg clarified that they were going to show the original plan that the Council had already seen and asked how the McPhersons were going to comply with the eleven points. Mr. McPherson confirmed that that was what was being presented and that the new concept addressed in the December 4th memo was something they felt they could not accomplish because it would be too costly. Councilmember Ekberg inquired of Planning Director Ray Gilmore if he had determined whether or not they complied with ten out of the eleven points. Mr. Gilmore replied that he had not seen any specific evidence of compliance. Councilmember Platt asked Mr. Gilmore how the McPhersons could ever comply with the Comprehensive Plan if it prohibits gas stations on prominent corner lots. Mr. Gilmore replied that they could if they met the criteria in the Design Manual as was outlined in the December 4th memo. Councilmember Picinich stated that he would rather continue this item until such time that the Council has more information. City Attorney Carol Morris advised Council that a procedural problem exists since the McPhersons had their previous application denied, there is no application in front them to make a decision on. William Linn then spoke to the fact that he felt that the applicant had not had enough opportunity to present evidence. Mark Hoppen indicated that he was under the impression that the McPhersons were bringing forward a new proposal which would incorporate changes in relation to the Design Review Standards. Councilmember Ekberg stated that he wanted to make it clear that in fact the Council had heard a presentation on this project at the first meeting. City Attorney Carol Morris pointed out that there is still a procedural problem because there is no application for the Council to review. She further questioned Mr. Linn as to how the Council could possibly approve a denied application and that too much time had passed for a reconsideration. Ms. Morris informed the Council that they could not take any action without a new application. Ms. Morris stated that she had previously informed Mr. Linn, in writing, that the Council's decision on denial was final and that he could come back with another application. She stated that she understood that he would come back to Council with a new application not that he would ask Council to reconsider a decision made as long ago as September 9th. Normally an appeal must be filed within 30 days.

MOTION: Move to take no action until there is a new application in front of us.
Picinich/Owel -

After some discussion of the need for a motion, Councilmember Picinich withdrew his motion and it was decided to take no action and continue with the agenda.

William Linn then read a letter which he had written to Council September 20th.

MAYOR'S REPORT: Mayor Wilbert reported on Emergency Preparedness and CERT Training to respond to neighborhood emergency situations. She further stated that the training will be held at the new EOC building.

STAFF REPORT: Chief Barker reported that the Explorer Scouts won a statewide award. He further gave an update on the condition of Explorer Scout Jake Collen who was critically injured in a shooting two weeks ago is making great progress and that a fund has been set up to help cover medical costs.

Mark Hoppen reported that no appeals had been filed with the Boundary Review Board for the Gig Harbor North Annexation and we will be bringing an Ordinance to Council in January.

ANNOUNCEMENTS OF OTHER EVENTS:

1. Gig Harbor Historical Society - Harbor Holiday Walk, Saturday, December 14th, 4-9 pm
2. Gig Harbor Boat Parade - Saturday, December 14th.

APPROVAL OF BILLS

MOTION: Move approval of checks #16933 through #17027 in the amount of \$125,781.31.
Owel/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of checks #13401 through #13518 and #13521 in the amount of \$190,060.32.
Owel/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:35 for the purpose of discussing litigation.
Picinich/Platt - unanimously approved.

MOTION: Move to return to regular session at 8:50 p.m..
Picinich/Platt - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:51 p.m.
Platt/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 448 Side A 000 - end.
Tape 448 Side B 000 - end.
Tape 449 Side A 000 - 159.


Mayor

City Administrator



City of Gig Harbor. The "Maritime City."

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

TO: Mayor Wilbert and City Council
FROM:  Planning-Building Department
DATE: January 13, 1997
SUBJ.: First Reading of Ordinance - Gig Harbor North Annexation (ANX 91-04)

Summary

The proposed annexation has been considered by the City Council at two public hearings, one in December of 1995 and the second in January of 1996. The Resolution (Petition to Annex) was passed by the City Council on September 10, 1996 and forwarded to the Pierce County Boundary Review Board. The Pierce County Boundary Review Board approved the annexation in December of 1996. The proposal consists of the annexation of approximately 795 acres to the city of Gig Harbor.

Recommendation

An ordinance for the adoption of the annexation is presented to Council for its approval. The second and final reading is scheduled for January 27, 1997.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE GIG HARBOR NORTH ANNEXATION, GIG HARBOR FILE NO. ANX 91-04, PURSUANT TO THE DIRECT PETITION METHOD SET FORTH IN CHAPTER 35A.14 RCW; REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS THE OTHER PROPERTY WITHIN THE CITY; REQUIRING COMPLIANCE WITH THE TERMS OF A DEVELOPMENT AGREEMENT FOR FUTURE DEVELOPMENT OF THE PROPERTY; PLACING IN EFFECT THE ZONING CLASSIFICATION OF LDR, MDR, PCD-C, PCD-BP, PCD-NB, AND MUD ON SAID PROPERTY; DIRECTING AMENDMENTS TO THE CITY ZONING MAP TO REFLECT THE EFFECTIVE DATE OF THE ZONING WHICH SHALL BE EFFECTIVE SIMULTANEOUS WITH ANNEXATION, AND FIXING THE EFFECTIVE DATE OF SAID ANNEXATION.

WHEREAS, a Notice of Intent to Annex 795 acres of property, commonly known as Gig Harbor North, more particularly described in Exhibit A, attached hereto and incorporated herein, was signed by owners of ten percent (10%) in value, according to assessed valuation for general taxation of the property for which annexation is sought, and was received by the City on April 22, 1991; and

WHEREAS, the City Council met with the petitioners/owners within sixty (60) days of receive of said notice of intent to annex; and

WHEREAS, the City Council authorized circulation of a Petition for Annexation to be signed by owners of not less than sixty percent (60%) in value according to the assessed valuation for general taxation for the property for which annexation is sought, requiring that said property be assessed and taxed at the same rate and basis as other property within the City, and

said Petition indicated the proposed adoption of zoning designations of LDR, MDR, PCD-C, PCD-BP, PCD-NB, and MUD for the property; and

WHEREAS, the Petition for Annexation was subsequently received by the City and certified by the City Administrator on May 5, 1993 as legally sufficient, and as containing the signatures of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

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

WHEREAS, the Gig Harbor Planning Commission held a public hearing on November 14, 1995, which hearing was held pursuant to proper notice, and at the conclusion of said hearing, the Commission recommended to the Council that the zoning classifications of LDR, MDR, PCD-C, PCD-BP, PCD-NB, and MUD be adopted as the zoning of said property; and

WHEREAS, the City Council held a public hearing on December 11, 1995, to consider the Petition for Annexation, which hearing was held pursuant to proper notice, during which hearing the Council determined that the proposed annexation was a logical extension of the City's corporate limits; that said property should be annexed to the City; that the property should be required to assume its pro rata share of bonded indebtedness, be assessed and pay taxes at the same rate and on the same basis as other property within the City; and

WHEREAS, the City Council considered the recommendation of the City Planning Commission on pre-annexation zoning for the area during public hearings conducted on December

11, 1995 and January 22, 1996, and having determined that: (1) such would be in conformance with the City's Comprehensive Plan; (2) the proposed zoning classifications were consistent with adjacent land uses and would promote appropriate development and use of said land in light of the character and condition of the surrounding property in the neighborhood; and (3) that the establishment of these zoning classifications would not be materially detrimental to the public health, safety and general welfare or to the surrounding properties; and

WHEREAS, on September 10, 1996, the City Council adopted Resolution 479, describing its intent to annex the Gig Harbor North area, contingent upon: (1) assumption by the property owners of their portion of the City of Gig Harbor's indebtedness; (2) adoption of the proposed zoning classifications on the property described in Exhibit A; and (3) execution and compliance with the terms of a Pre-Annexation Development Agreement, which is attached hereto as Exhibit B, and incorporated herein by this reference; and

WHEREAS, a Notice of Intention was filed with the Washington State Boundary Review Board for Pierce County on October 9, 1996; and

WHEREAS, the Pierce County Boundary Review Board completed its review proceedings on December 9, 1996; NOW, THEREFORE,

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

Section 1. The real property commonly known as the Gig Harbor North area, City File No. ANX 91-04, more particularly described in Exhibit A, should be and is hereby annexed and made a part of the City of Gig Harbor.

Section 2. Pursuant to the terms of the Annexation Petition, all property within the territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

Section 3. Pursuant to the terms of the Pre-Annexation Development Agreement, attached hereto as Exhibit B, all development on the property described in Exhibit A shall conform to the City's zoning code, and shall further comply with all of the terms of the Agreement.

Section 4. In conformance with the terms of the Annexation Petition and simultaneous with annexation, the property shown in Exhibit A as "Tract 1" shall receive the zoning classification of Low Density Residential (LDR); the property shown on Exhibit A as "Tract 2" shall receive the zoning classification of Medium Density Residential (MDR); the property shown on Exhibit A as Tract 3 shall receive the zoning classification of Planned Community Development Commercial (PCD-C); the property shown on Exhibit A as Tract 4 shall receive the zoning classification of Planned Community Development Business Park (PCD-BP); the property shown on Exhibit A as Tract 5 shall receive the zoning classification of Planned Community Development Neighborhood Business (PCD-NB); and the property shown on Exhibit A as Tract 6 shall receive the zoning classification of Mixed Used District Overlay (MUD). The legal descriptions of Tract 1 through 6 are also attached hereto and incorporated herein by this reference as Exhibit C.

Section 5. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section upon the effective date of the annexation.

Section 6. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 7. 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 8. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and the property shall be deemed annexed to the City five (5) days after passage and publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 1/8/97
PASSED BY THE CITY COUNCIL:

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

CAM151089.10/00008.020007

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ___ day of _____, 199__, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE GIG HARBOR NORTH ANNEXATION, GIG HARBOR FILE NO. ANX 91-04, PURSUANT TO THE DIRECT PETITION METHOD SET FORTH IN CHAPTER 35A.14 RCW; REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS THE OTHER PROPERTY WITHIN THE CITY; REQUIRING COMPLIANCE WITH THE TERMS OF A DEVELOPMENT AGREEMENT FOR FUTURE DEVELOPMENT OF THE PROPERTY; PLACING IN EFFECT THE ZONING CLASSIFICATION OF LDR, MDR, PCD-C, PCD-BP, PCD-NB, AND MUD ON SAID PROPERTY; DIRECTING AMENDMENTS TO THE CITY ZONING MAP TO REFLECT THE EFFECTIVE DATE OF THE ZONING WHICH SHALL BE EFFECTIVE SIMULTANEOUS WITH ANNEXATION, AND FIXING THE EFFECTIVE DATE OF SAID ANNEXATION.

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

DATED this _____ day of _____, 1997.

CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City."

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

TO: Mayor Wilbert and City Council
FROM: Planning-Building Department
DATE: January 13, 1997
SUBJ.: First Reading of Ordinance - AMENDMENTS TO TITLE 17 OF
THE GIG HARBOR MUNICIPAL CODE (Gig Harbor North
Annexation Zoning)

Summary

The proposed amendments to the zoning code were previously considered by the Planning Commission at a public hearing on November 14, 1995. The City Council considered the amendments to the zoning code at two public hearings, one in December of 1995 and the second in January of 1996. The Resolution (Petition to Annex) was passed by the City Council on September 10, 1996 and forwarded to the Pierce County Boundary Review Board. The Pierce County Boundary Review Board approved the annexation in December of 1996. The proposal consists of amendments to the zoning code and zoning code map (Gig Harbor North Annexation area).

Recommendation

An ordinance for the adoption of the amendments to the zoning code and the zoning district map is presented to Council for its approval. This is the first reading of the ordinance. The second and final reading is scheduled for January 27, 1997.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING NEW ZONING CLASSIFICATIONS OF PLANNED COMMUNITY DEVELOPMENT LOW DENSITY RESIDENTIAL (PCD-LDR), MEDIUM DENSITY RESIDENTIAL (PCD-MDR), COMMERCIAL (PCD-C), BUSINESS PARK (PCD-BP), NEIGHBORHOOD BUSINESS (PCD-NB), DENSITY CREDIT TRANSFER OPTIONS AND A MIXED USE DISTRICT(MUD); AND ADDING NEW CHAPTERS 17.17, 17.21, 17.41, 17.54, 17.56, 17.59 AND 17.91, TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City has the authority to prepare a proposed zoning regulation to become effective upon the annexation of an area (RCW 35A.63.330); and

WHEREAS, the proposed zoning text and districts for the Gig Harbor North Annexation area were circulated to various local and state agencies, as required per Chapter 36.70A, along with an addendum to the final EIS (City of Gig Harbor Comprehensive Plan) for review and comment, on October 30 of 1995; and,

WHEREAS, on November 14, 1995, the Gig Harbor Planning Commission held a public hearing on the proposed zoning ordinance, which hearing was held pursuant to proper notice, and the Commission recommended adoption of the ordinance; and,

WHEREAS, on January 22, 1996, the City of Gig Harbor City Council considered the zoning ordinance, and determined that the new chapters to Title 17 of the GHMC and the amended City of Gig Harbor Zoning map as shown as Exhibit "A" are consistent with and implement the City of Gig Harbor Comprehensive Land Use Plan; NOW THEREFORE

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

Section 1. A new chapter to Title 17 of the Gig Harbor Municipal Code is adopted as follows:

Chapter 17.17
Planned Community Development
Low Density Residential (LDR)

17.17.010 Intent

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

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

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

17.17.020 Permitted Uses

1. Single family detached and attached dwellings
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Accessory apartments subject to the criteria established in the definition.

4. Parks, Open Space and Community Recreational Facilities.
5. Family day care facilities within a residence serving up to twelve children.
6. Adult Family Homes
7. K-12 Educational facilities.
8. Houses of religious worship and related uses on parcels not greater than five acres.
9. Home occupations, consistent with chapter 17.84.
10. Public facilities

17.17.030 Conditional Uses

Commercial Family Day Care facilities.

17.17.040 Performance Standards

1. Density

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

A. Bonus Density Option

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

- 1) 30% of the development site is common open space, which must be contiguous or larger than 1 acre in area (+5%).
- 2) A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).

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

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

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

B. Density Credit Transfers

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

2. General

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

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

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

D. Minimum Yards (from the property line):

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

E. Minimum lot area

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

F. Minimum Lot Width

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

G. Maximum Height

The maximum height is 35 feet.

H. Maximum Lot Area Coverage

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

I. Landscaping

Landscaping shall comply with the requirements of chapter 17.78.

J. Design

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

K. Circulation/Roads/Streets

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

L. Signage

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

Section 2. A new chapter of the Gig Harbor Municipal Code is adopted as follows:

Chapter 17.21
Planned Community Development
Medium Density Residential (MDR)

17.21.010 Intent

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

17.21.020 Permitted Uses

1. Single family detached and attached dwellings.
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Multifamily attached dwelling units.

4. Parks, Open Space and Community Recreational Facilities.
5. Family day care facilities within a residence serving 12 or fewer children.
6. K-12 Educational facilities.
7. Houses of religious worship and related uses on parcels not greater than five acres.
8. Home occupations, consistent with chapter 17.84.
9. Public facilities.
10. Accessory apartments subject to the criteria established in the definition.

17.21.030 Conditional Uses

Commercial Family Day Care facilities.

17.21.040 Performance Standards

1. Density

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

A. Bonus Density Option

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

- 1) 30% of the development site is common open space, which must be contiguous or greater than larger than 1 acre in area (+5%).
- 2) A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).

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

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

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

B. Density Credit Transfers

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

2. General

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

B. Minimum Yards (from the property line)

Front	10 feet
Side	30 feet.
Rear	30 feet.

- C. Maximum Height
The maximum height is 45 feet.

- D. Maximum Lot Area Coverage
65%, excluding driveways, private walkways and similar impervious surfaces.

- E. Landscaping
Landscaping shall comply with the requirements of chapter 17.78.

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

- G. Design
All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual

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

Section 3. A new chapter of the Gig Harbor Municipal code is adopted as follows:

17.41

Planned Community Development

Commercial (PCD-C)

17.41.010 Intent

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

17.41.020 Permitted Uses

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

21. Family day care and adult family homes.

17.41.030 Performance Standards

1. Yard Requirements

The following minimums (in feet) apply:

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

2. Landscaping

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

3. Lot area

There is no minimum lot area for this district.

4. Height

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

5. Lot coverage

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

6. Off-Street Parking

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

7. Exterior Mechanical Devices

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

8. Outdoor Storage of Materials

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

9. Outdoor Lighting

Within 100 feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

10. Trash Receptacles

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

11. Design

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

12. Signage

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

Section 4. A new chapter of the Gig Harbor Municipal code is adopted as follows:

17.54

Planned Community Development

Business Park (PCD-BP)

17.54.010 Intent

The Business Park District Provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises. The Business Park District is intended to be devoid of nuisance factors, hazards and potentially high public facility demands. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.

17.54.020 Permitted Uses

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

13. Schools, public and private.
14. Public facilities.
15. Adult family homes and family day care.

17.54.030 Performance Standards

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

1. General

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

2. Setbacks

No structure shall be closer than 150 feet to any residential zone or development or closer than 50 feet to any street or property line. Parking shall not be located any closer than 30 feet to a property line.

3. Open Space

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

4. Landscaping

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

5. Lot area

There is no minimum lot area for this district.

6. Height

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

7. Lot coverage

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

8. Off-Street Parking

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

9. Exterior Mechanical Devices

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

10. Outdoor Storage of Materials

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

11. Outdoor Lighting

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

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

12. Trash Receptacles

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

13. Design

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

14. Signage

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

Section 5. A new section of the Gig Harbor Municipal code is adopted as follows:

17.56

**Planned Community Development
Neighborhood Business (PCD-NB)**

17.56.010 Intent

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

17.56.020 Permitted Uses

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

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

17.56.030 Performance Standards

1. General

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

- a. All business, service, or repair must be conducted within an enclosed building except for outside restaurant sitting, flower and plant display and fruit/vegetable stands appurtenant to a grocery store.
- b. Any goods produced in the neighborhood business zone shall be sold on the premises where produced.
- c. Processes, equipment and goods shall not emit odor, dust, smoke, cinders, gas, noise, vibrations, or waste which would be unreasonably affect adjacent residential area.

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

2. Hours of Operation

The following hours of operation apply:

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

3. Yard Requirements

Minimum yard requirements are as follows:

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

The side yard must be at least 20 feet plus 10 feet for each story above two. Except when adjacent to a residential use or zone, the side yard must be at least 30 feet plus 10 feet for each story above two.

4. Height

Maximum height shall not exceed 35 feet for all structures.

5. Lot area

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

6. Lot coverage

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

7. Off-Street Parking

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

8. Exterior Mechanical Devices

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

9. Outdoor Storage of Materials

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

10. Outdoor Lighting

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

11. Trash Receptacles

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

12. Design

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

13. Signage

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

Section 6. A new section of the Gig Harbor Municipal code is adopted as follows:

Chapter 17.59

Planned Community Development

Transfer of Density Credits Option

17.59.010 Intent

A. The intent of the density credit transfer option is to permit greater flexibility in the allocation of residential density within a Planned Community Development designation

without exceeding the maximum density buildout as planned for. The density transfer credit option may provide for higher densities in areas posing the fewest environmental constraints and which also have available access to public transportation. To this end, desired goals of the density credit transfer option are to:

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

17.59.020 Applicability

- A. Density credit transfers are limited to the Planned Community designation and the Mixed Use designation of the City of Gig Harbor Comprehensive Plan (Nov., 1994). Density credit transfers may be applied from one residential district to another residential district. A density credit consists of one residential dwelling unit.
- B. Property which is constrained by critical areas or wetlands as defined under the Gig Harbor Municipal Code shall receive full density credit for those portions of the site which are undevelopable.

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

17.59.030 Procedure

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

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

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

- B. Upon receipt of the completed application for density credit transfer, the Planning-Building Department shall review the density credit transfer proposal to assure that it

is consistent with the Planned Community Development district designation to which it applies and the general density as stated.

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

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

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

Density credit transfers area exempt from the permit processing procedures in Title 19 and are processed simultaneous with any Type III permit application.

Section 7. A new section of the Gig Harbor Municipal code is adopted as follows:

17.91

Mixed Use District Overlay (MUD)

17.91.010 Intent

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

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

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

17.91.020 Permitted Uses

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

17.91.030 Conditional Uses

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

17.91.040 Site Development and Performance Standards

A. Minimum Development Parcel Size

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

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

B. Density

1. Maximum residential density is 4 dwelling units per acre. Minimum parcel size is not specified. Bonus densities of up to 30% over the base may be permitted, based upon the following allocations:

- a) 30% of the development site is common open space, which must be contiguous to greater than one acre in area (+5%).
- b) A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).
- c) A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:
 1. Clearly defined athletic fields and/or activity courts.
 2. Recreation Center or Community Facility.

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

C. General

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

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

D. Separation of Uses/Transition Buffers

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

1. Buffers Separating New Businesses from Existing Residential Uses

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

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

2. Buffers Separating New Residential Use from Existing Commercial Uses

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

- a. A minimum 35 feet setback from any property shared with a commercial site.
- b. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.

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

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

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

Parking areas shall not occupy the required buffer area.

4. Buffers Separating Single Family Dwellings from Existing Multi-Family Dwellings
Where adjacent property is developed or planned for single-family residential use, a multifamily residential development must meet the following standards:

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

E. Mixed Use Occupancies Within the Same Structure

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

1. The non-residential use must have access by way of a business arterial and shall front directly on an adjacent sidewalk or pedestrian walkway, or on a front or side yard from which vehicles are excluded.

2. Where a business or residential portion of the building is located on different floors, business uses shall occupy the floors below the residential uses.
3. Business and residential portions of a building must be separated by soundproof walls, floors, equipment, utilities or other suitable architectural features or appurtenances.
4. Allocation of uses shall be consistent with the City of Gig Harbor Comprehensive Plan.

F. Performance Standards

1. Minimum Yards (from the property line)

Front 15 feet

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

Rear 15 feet

2. Maximum Height

The maximum height of a structure shall not exceed 35 feet.

3. Maximum Lot Area Coverage

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

4. Landscaping

Landscaping shall comply with the requirements of chapter 17.78 GHMC.

5. Exterior Mechanical Devices

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

6. Outdoor Storage of Materials

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

7. Outdoor Lighting

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

8. Trash Receptacles

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

9. Design

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

10. Signage

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

Section 8. Zoning Map Amended. The City of Gig Harbor zoning district map, referenced as Exhibit "A", is hereby amended.

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.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK:

JANUARY 13, 1997

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. ____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the _____ day of _____, 1997, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING NEW ZONING CLASSIFICATIONS OF PLANNED COMMUNITY DEVELOPMENT LOW DENSITY RESIDENTIAL (PCD-LDR), MEDIUM DENSITY RESIDENTIAL (PCD-MDR), COMMERCIAL (PCD-C), BUSINESS PARK (PCD-BP), NEIGHBORHOOD BUSINESS (PCD-NB), DENSITY CREDIT TRANSFER OPTIONS AND A MIXED USE DISTRICT(MUD); AND ADDING NEW CHAPTERS 17.17, 17.21, 17.41, 17.54, 17.56, 17.59 AND 17.91, TO THE GIG HARBOR MUNICIPAL CODE.

Section 1. A new chapter 17.17 (PCD- Residential Low Density) of the Gig Harbor Municipal Code is adopted.

Section 2. A new chapter 17.21 (PCD-Residential Medium Density) of the Gig Harbor Municipal Code is adopted.

Section 3. A new chapter 17.41(PCD- Commercial) of the Gig Harbor Municipal Code is adopted.

Section 4. A new chapter 17.54 (PCD-Business Park) of the Gig Harbor Municipal Code is adopted.

Section 5. A new chapter 17.56 (PCD- Neighborhood Business) of the Gig Harbor Municipal Code is adopted.

Section 6. A new chapter 17.59 (PCD- Density Credit Transfers) of the Gig Harbor Municipal Code is adopted.

Section 7. A new chapter 17.91 (Mixed Use Overlay) of the Gig Harbor Municipal Code is adopted.

Section 8. Zoning Map Amended. The City of Gig Harbor zoning district map, referenced as Exhibit "A", is hereby amended.

Section 9. A severability clause is adopted.

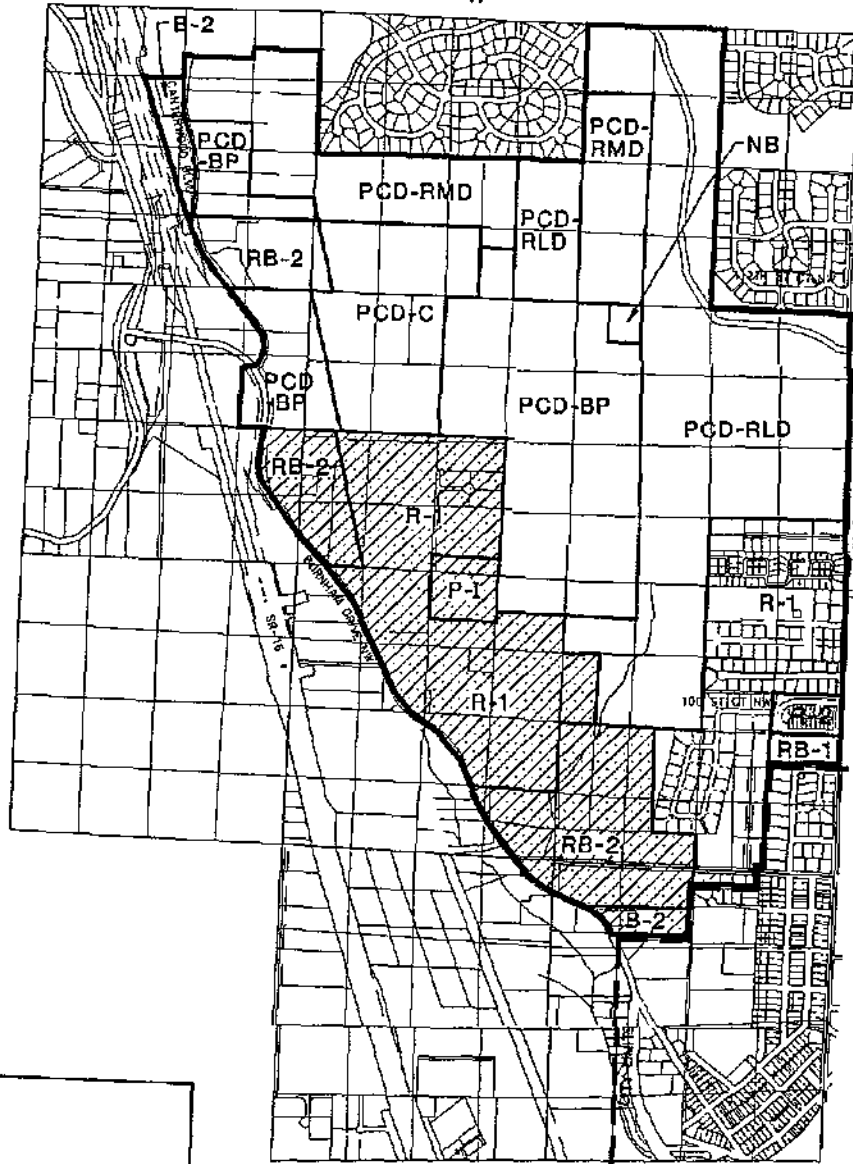
Section 10. Establishing an effective date.

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

DATED this _____ day of _____, 1997.

CITY ADMINISTRATOR, MARK HOPPEN

EXHIBIT "A"



LEGEND:

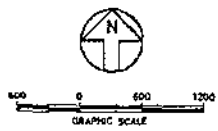
- R-1 SINGLE FAMILY (LOW DENSITY
(UP TO 4 DU PER ACRE))
- R-2 MEDIUM DENSITY RESIDENTIAL
(4-6 DU PER ACRE)
- RB-1 RESIDENTIAL-BUSINESS (MIXED RESIDENTIAL WITH
BUSINESS; BASE DENSITY OF UP TO 3 DU
PER ACRE)
- RB-2 RESIDENTIAL-BUSINESS (MIXED RESIDENTIAL WITH
BUSINESS; BASE DENSITY OF UP TO 8 DU PER ACRE,
12 DU PER ACRE CONDITIONALLY)
- B-2 RETAIL SALES AND SERVICE
- PCD-RLD RESIDENTIAL LOW DENSITY (BASE DENSITY OF 4 DU
PER ACRE; UP TO 7 DU PER ACRE WITH DENSITY
CREDITS)
- PCD-RMD RESIDENTIAL MEDIUM DENSITY (BASE DENSITY OF
8 DU PER ACRE; UP TO 16 DU PER ACRE WITH
DENSITY CREDITS)
- PCD-C PLANNED COMMUNITY
GENERAL COMMERCIAL/RETAIL
- PCD-BP BUSINESS PARK
- PCD-NS NEIGHBORHOOD BUSINESS
(SITE AREA LIMITED TO 3 ACRES)
- B-1 PUBLIC INSTITUTIONAL
- MIXED USE OVERLAY DISTRICT

Amendment to the City of Gig Harbor
Zoning District Map
Gig Harbor North Annexation Area

Ordinance No. _____ adopted
27 January, 1997.
Effective Date: February 5, 1997

APPROVED: _____
Mayor, Gretchen A. Wilbert

Date _____





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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW
DATE: JANUARY 7, 1997
SUBJECT: FIRST READING - SEWER RATE INCREASE ORDINANCE

BACKGROUND

This ordinance provides for a five percent sewer rate increase as discussed at the budget workshop. The increase will be effective with billings issued after February 1, 1997.

FISCAL IMPACT

The increase will provide approximately \$40,000 per year and will be used to offset increased biosolid disposal and energy costs and contribute toward capital improvements such as an emergency generator for the treatment plant.

RECOMMENDATION

Staff recommends approval of the ordinance at its second reading.

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON RELATING TO THE MUNICIPAL SEWER SYSTEM: PROVIDING INCREASES IN THE SEWER RATES AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the sewer service rates and charges to reflect the increased costs of providing those services and to maintain a viable sewer system;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **ORDAINS** as follows:

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.010 Sewer Rates. The monthly sewer service rates shall be set at the following amounts:

<u>Customer Class</u>	<u>Customer Base Charge</u> (per month)		<u>Commodity Charge</u> (per ccf)		<u>Minimum Charge</u> (per month)	
Residential	\$4.62	\$4.85	\$2.03	\$2.13	\$14.77	\$15.50
Multi-residential (per living unit)	2.72	2.86	2.03	2.13	10.84	11.38
Commercial/School (per billing unit)	8.66	9.09	2.03	2.13	14.75	15.48

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.015 Sewer Rates - Community Systems. The monthly sewer service rates for community systems shall be set at the following amounts:

<u>Customer Class</u>	<u>Monthly Charge</u>
Penn Thicket System	\$164.01 \$118.14/system
Shore Crest System	23.10 16.17/living unit

Sewer Rate Ordinance #

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.020 Non-metered uses. Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

<u>Non-metered Customer Class</u>	<u>Monthly Charge</u>	
Residential	\$18.83	\$19.76/unit
Multi-residential	14.90	15.64/living unit
Commercial	39.11	41.04/billing unit

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.025 Sewer Rates - Community systems using flow meters. The monthly sewer service rates for community systems basing billing on sewer flow meters shall be set at the following amounts:

<u>Customer Class</u>	<u>Customer Base Charge (per month)</u>		<u>Commodity Charge (per ccf)</u>		<u>Minimum Charge (per month)</u>	
Residential	\$4.62	\$4.85	\$2.03	\$2.13	\$18.83	\$19.76
Multi-Family Residential	2.72	2.86	2.03	2.13	14.90	15.74
Commercial	8.66	9.09	2.03	2.13	39.11	41.04

Section 5. Section 13.32.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.030 Outside sewer service. Sewer service extended outside the city limits shall be charged at 1.5 times the city rates established in GHMC ~~13.32.010, 13.32.020 and 13.32.0250~~ this chapter.

Section 6. Section 13.32.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.030 Utility taxes by state and city excluded. The sewer use charges listed in GHMC ~~13.32.010, 13.32.020 and 13.32.030~~ this chapter do not include state and city utility taxes.

Section 7. This ordinance shall be in full force and take effect five (5) days after its publication of an approved summary consisting of the title. The increases provided for herein will be

Sewer Rate Ordinance #

reflected in utility billings issued after February 1, 1997.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of _____, 1997.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 1/7/97
Passed by city council:
Date published:
Date effective:



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: PROSECUTOR EMPLOYMENT AGREEMENT
DATE: JANUARY 7, 1997

INFORMATION/BACKGROUND

The city's current contract with Mann and Johnson for municipal prosecution services is a three year agreement that commenced in January, 1995 and will terminate on the January 1, 1998. Mr. Garold Johnson has requested an increase in the billing rate for partners and associates. He is proposing to increase the rate for partners from \$85 to \$95, an 11.8% increase. Additionally, the rate for partner hours is proposed to increase from \$50 to \$65, a 30% increase. Mr. Johnson's letter of request for modification of the current contract terms is attached.

POLICY CONSIDERATIONS

Last year, Andrew Becker resigned, leaving Mann and Johnson, who handled de novo appeals only at that point, as the city's primary provider of prosecutorial services. The city paid nearly \$50,000 in prosecutor fees for the year, although for the past six months our billings have averaged about \$3800 per month. There are two primary reasons for the decrease in billing from the point of service transition, including both resolution of carry-over cases and increasing efficiency of "associate" prosecutors. Both the Municipal Court and the Police Department are functioning well in conjunction with current prosecution services.

FISCAL CONSIDERATIONS

The city has budgeted \$50,000 for prosecutorial services for the municipal court for the 1997 budgetary year. Mann and Johnson estimates that with the proposed increase in rates, this budget might well be satisfactory in 1997. It is worth noting that average monthly prosecution costs have experienced just over a 50% increase since the transition in services. Nevertheless, from a qualitative perspective, services have significantly improved.

RECOMMENDATION

Staff had hoped that the gap between previous and current services would close somewhat in 1997. With the proposed rate increase, this will not be the case. Staff recommends that Council request a one-year duration to the contract as presented.

RECEIVED

DEC 10 1996

LAW OFFICES OF

MANN, JOHNSON, WOOSTER & McLAUGHLIN, P.S. OF GR.

EARL D. MANN (1908-1995)
GAROLD E. JOHNSON*
RICHARD H. WOOSTER
ROBERT J. McLAUGHLIN*
*ALSO ADMITTED IN ALASKA

JENNIFER A. KRAMER

820 "A" STREET, SUITE 550
TACOMA, WASHINGTON 98402
TACOMA 206/572-4161
SEATTLE 206/838-1154
FACSIMILE 206/572-4167

December 9, 1996

Mark Hoppen
City Manager of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

Re: City Prosecutor Employment Agreement

Dear Mr. Hoppen:

It has been approximately a year since my law firm took over the duties of the Prosecutor for the City of Gig Harbor. During that year, we have built a solid relationships with the Court, Police Department and defense attorneys to provide the best services available to the City's needs. Our focus this year was to build these relationship while working to increase efficiency, and thereby, reduce the overall expenses for our services to the City of Gig Harbor.

We have met our economic goals for the City as it is reflected in the dramatic decreases in the monthly billings since the first of the year. Unfortunately, our overhead costs have been constantly increased. Therefore, we have to reconsider our billing rate. We propose the following changes:

Partner Rate	\$ 95.00
Associate Rate	\$ 65.00
Paralegal Rate	\$ 45.00

We propose the remaining portions of the Contract remain the same, i.e., there will be no additional charges for secretarial services or our travel to and from the City of Gig Harbor.

Mark Hoppen
City Manager
December 9, 1996

You may recall that we discussed this matter briefly on the telephone a couple of weeks ago wherein you requested that I put our proposal in writing. To that end, please find enclosed the original and one copy of the proposed City Prosecutor Employment Agreement.

If you wish to discuss this matter with me, please give me a call at your earliest convenience.

Sincerely yours,

MANN, JOHNSON, WOOSTER
& McLAUGHLIN, P.S.

A handwritten signature in cursive script, appearing to read "Garold E. Johnson", with a long horizontal line extending to the right.

GAROLD E. JOHNSON

GEJ/mn
Enc.

**CITY PROSECUTOR
EMPLOYMENT AGREEMENT**

RECEIVED
DEC 10 1996
CITY OF GIG HARBOR

THE PARTIES:

The parties to this Agreement are as follows: **GAROLD E. JOHNSON**, hereinafter referred to as "Attorney"; and **THE CITY OF GIG HARBOR**, hereinafter referred to as "City".

PURPOSE:

The purpose of this Agreement is to set forth the terms of the Agreement between the parties whereby the City agrees to hire Attorney for the City of Gig harbor and Attorney agrees to provide legal services for the City relative to prosecuting of cases and other related matters.

CONSIDERATION:

The consideration for this Agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this Agreement.

THE AGREEMENT:

The parties hereto agree as follows:

1. Attorney or his associate shall at all times faithfully, industriously, and to the best of his/their ability and experience, perform all of the duties that may be required of him/they pursuant to the express and implicit terms of this Agreement and pursuant to the rules of professional ethics.
2. The City shall pay Attorney Ninety-five Dollars (\$95.00) per hour for the following additional work:
 - a. Preparation and appearances for cases assigned to Attorney by the City in any Court, including without limitation, the Gig Harbor Municipal Court, Pierce County Superior Court and the Appellate Courts of the State of Washington.

- b. Attorney shall be entitled to claim a minimum of one (1) hour for any Court proceeding at which he is present.
 - c. The City shall pay or reimburse Attorney for all Court costs, long distance telephone charges and postage. Attorney shall not be paid for travel time or clerical time involved in the performance of his duties.
 - d. Partners shall be reimbursed at the rate of Ninety-five Dollars (\$95.00) per hour; Associates shall be reimbursed at the rate of Sixty-five Dollars (\$65.00) per hour; and Law Clerks and Paralegals shall be reimbursed at the rate of Forty-five Dollars (\$45.00) per hour.
3. It is agreed and understood that it is the responsibility of the Attorney to be present either in person or via an associate at all Court hearings for which he has contracted to render services on behalf of the City. It is understood that the Attorney has other employment and that he is not precluded from other employment so long as there is no interference with the performance of his duties as set forth herein. Should he be unable to perform his duties by reason of illness, vacation or other circumstances, he shall be responsible to obtain the services of a licensed attorney in the State of Washington to represent the City in the Attorney's absence. Such counsel obtained to pro tem for the Attorney in such instances shall be compensated by the Attorney.
4. The City shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
5. Attorney shall be a named insured on the City's policy of errors and omissions insurance for liability for his acts and omissions when acting within the scope of his duties as City Prosecutor for the City.
6. This Agreement may be terminated by the City without cause and without notice. After the expiration of six (6) months, Attorney may, for any reason, terminate this Agreement by ninety (90) days written notice to the City.

7. This contract contains the complete agreement concerning the employment arrangement between the parties herein and shall, as of the effective date hereof, supersede all other agreements between the parties.
8. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the party to be charged therewith.

No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

9. The term of this Agreement shall be for two (2) years, commencing on the ___ day of _____, 1996, and terminating on the ___ day of _____, 19___, subject, however, to prior termination as provided hereinabove.

DATED this _____ day of December, 1996.

CITY OF GIG HARBOR:

GRETCHEN WILBERT, Mayor

ATTEST:

MARK E. HOPPEN
City Administrator/Clerk

ATTORNEY:

GAROLD E. JOHNSON

CITY PROSECUTOR
EMPLOYMENT AGREEMENT

THE PARTIES

The parties to this agreement are as follows: GAROLD E. JOHNSON, hereinafter referred to as ATTORNEY; and THE CITY OF GIG HARBOR, WASHINGTON, hereinafter referred to as the CITY.

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the CITY agrees to hire ATTORNEY for the City of Gig Harbor and ATTORNEY agrees to provide legal services for the CITY relative to prosecution of cases and other related matters.

CONSIDERATION

The consideration for this agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this agreement.

THE AGREEMENT

The parties hereto agree as follows:

1. ATTORNEY shall at all times faithfully, industriously, and to the best of his ability and experience, perform all of the duties that may be required of him pursuant to the express and implicit terms of this agreement and pursuant to the rules of professional ethics.
2. The CITY shall pay ATTORNEY Eighty-five and no/100 Dollars (\$85.00) per hour for the following additional work:
 - a. Preparation and appearances for cases assigned to ATTORNEY by the CITY in any court including without limitation the Gig Harbor Municipal Court, Pierce County Superior Court, and the Appellate Courts of the State of Washington.

- b. ATTORNEY shall be entitled to claim a minimum of one (1) hour for any Court proceeding at which he is present.
 - c. The CITY shall pay or reimburse ATTORNEY for all Court costs, long distance telephone charges, and postage. ATTORNEY shall not be paid for travel time or clerical time involved in the performance of his duties.
 - d. Partners shall be reimbursed at the rate of \$85.00 per hour. Associates shall be reimbursed at the rate of \$50.00 per hour. Law Clerks and Paralegals shall be reimbursed at the rate of \$45.00.
3. It is agreed and understood that it is the responsibility of the ATTORNEY to be present at all court hearings for which he has contracted to render services on behalf of the CITY. It is understood that the ATTORNEY has other employment, and that he is not precluded from other employment so long as there is no interference with the performance of his duties as set forth herein. Should he be unable to perform his duties by reason of illness, vacation, or other circumstances, he shall be responsible to obtain the services of a licensed attorney in the State of Washington, to represent the CITY in the ATTORNEY's absence. Such counsel obtained to protect for the ATTORNEY in such instances shall be compensated by the ATTORNEY.
 4. The CITY shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
 5. ATTORNEY shall be a named insured on the CITY's policy of errors and omissions insurance, for liability for his acts and omissions when acting within the scope of his duties as City Prosecutor for the CITY.
 6. This agreement may be terminated by CITY without cause and without notice. After the expiration of six (6) months, ATTORNEY may, for any reason, terminate this agreement by ninety (90) days written notice to the CITY.
 7. This contract contains the complete agreement

City Prosecutor Agreement
(CtyPros.Agr)

concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

8. No waiver or modification of this agreement shall be valid unless in writing and duly executed by the party to be charged therewith.

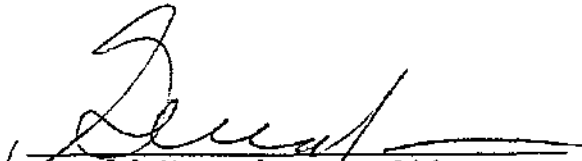
No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

9. The term of this agreement shall be for three (3) years, commencing on the 1st day of January, 1995, and terminating on the 1st day of January, 1998, subject, however, to prior termination as provided above.

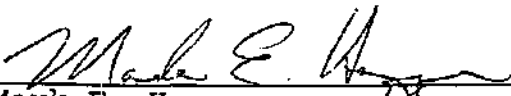
DATED this 28th day of February, 1995.

CITY OF GIG HARBOR


Gretchen Wilbert, Mayor


Garold E. Johnson, Attorney

ATTEST:


Mark E. Hoppen
City Administrator

City Prosecutor Agreement
(CtyPros.Agr)



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: ADJUSTMENTS TO PERSONNEL MANUAL
DATE: DECEMBER 20, 1996

INFORMATION/BACKGROUND

Two minor personnel policy issues need to be addressed with respect to employee reimbursement for license fees and other certifications required by the employer and for serving of refreshments to volunteers in situations where the volunteers might otherwise be entitled to payment.

POLICY CONSIDERATIONS

The 1996 Employee Guild Agreement, Article V, Section 6. Dues and Special License Fees, states:

The employer shall pay all employee's organization membership dues, certifications and licenses required by the employer. Such licenses, certifications and dues shall include but are not limited to all building, plumbing, mechanical, fire, water, sanitary sewer and electrical organizations and agencies. **This section shall be left in the contract until the personnel policies are revised per Section 6 and approved by the City Council.**

This resolution will revise personnel policies consistent with the contract. Basically, this policy reflects the city's existing practice.

Currently, if volunteers participate in hiring processes, the city is unable to legitimately offer coffee or lunch to these participants. This resolution is intended to make it possible to provide such volunteers with refreshments or meals as a form of limited compensation. Such a policy was suggested by our recent auditor.

This resolution has been reviewed by Legal Counsel.

RECOMMENDATION

Approve the resolution as presented.

**CITY OF GIG HARBOR
RESOLUTION _____**

**A RESOLUTION CHANGING THE PERSONNEL REGULATIONS AS LAST REVISED
ON MARCH 14, 1995 RELATING TO EMPLOYEE REIMBURSEMENT FOR SPECIAL
LICENSE FEES AND SERVING REFRESHMENTS TO VOLUNTEERS.**

WHEREAS, the current City of Gig Harbor Personnel Regulations has no provision for the City to pay for an employee's dues and special license fees as required for their employment by the City; and

WHEREAS, the Employee Guild Contract, Section 6 states that "The employer shall pay all employee's organization membership dues, certifications and licenses required by the employer. Such licenses, certifications and dues shall include but are not limited to all building, plumbing, mechanical, fire, water, sanitary sewer and electrical organizations and agencies."; and

WHEREAS, this language should be included in the personnel regulations to be in compliance with the Employee Guild Contract; and

WHEREAS, there are times that Citizens volunteer their time to the City and it would be appropriate to serve coffee, light refreshments and meals if properly authorized by City policy; and

WHEREAS, currently these refreshments are being paid for by the employees; and

WHEREAS, this language should be included in the personnel policy to facilitate the serving of coffee, light refreshments and meals to volunteers at the City's expense;

NOW THEREFORE, BE IT RESOLVED by the City Council, as follows:

Section 1. A new section shall be added to the **Employee Benefits** section of the Personnel Regulations, as last updated on March 14, 1995, to read as follows:

U. LICENSING AND MEMBERSHIP

The employer shall pay all employee's organization membership dues, certifications and licenses required by the employer. Such licenses, certifications and dues shall include but are not limited to all building, plumbing, mechanical, fire, water, sanitary sewer and electrical organizations and agencies.

Section 2. A new section shall be added to the **Employment** section of the Personnel Regulations, as last updated on March 14, 1995, to read as follows:

FF. VOLUNTEERS - REFRESHMENTS

The serving of coffee, other light refreshments and meals at meetings involving volunteers and other "quasi-employees" may be authorized as a limited form of compensation for people who otherwise might be entitled to monetary payment.

PASSED this 13th day of January, 1997.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Clerk

Filed with City Clerk: 12/17/96
Passed by City Council: 12/13/97



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: ADDITION OF PUBLIC WORKS CLERK POSITION
DATE: JANUARY 8, 1997

INTRODUCTION/BACKGROUND

The city budget for 1997 authorizes the hiring of a half-time public works shop clerk. In order to implement the hiring of this position, an ordinance is being submitted to Council to create the job description for the position of Public Works Clerk and to establish compensation for the position. The half-time position was budgeted for hiring in February. This is the first reading of the ordinance.

POLICY CONSIDERATIONS

This position, as proposed, establishes a job description that is analogous to the level of work and level of skill expertise expected of the Administrative Receptionist. The salary range proposed is identical to the Administrative Receptionist position.

FISCAL CONSIDERATIONS

The 1997 budget for this position, including wages and benefits, totals \$20,000. The expenditures within the proposed salary range for this half-time position are well within the established budgetary allocation.

RECOMMENDATION

Staff recommends approval of this ordinance at the second reading.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR AMENDING ORDINANCE NO. 742,
ADDING A PUBIC WORKS CLERK TO THE SALARY SCHEDULE, ADOPTING A NEW
JOB DESCRIPTION AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Gig Harbor City Council has approved the creation of a new Public Works Clerk position in 1997; and

WHEREAS, the existing personnel policies for the City of Gig Harbor do not currently have a job description for the "Public Works Clerk" position;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **ORDAINS** follows:

Section 1. The City of Gig Harbor Job Descriptions shall be amended to include a new job description titled "Public Works Clerk" attached as Exhibit 'A' and incorporated herein by this reference.

Section 2. The 1997 Salary Schedule shall be amended to include the new position of Public Works Clerk with the salary range to be \$1,802 - \$2,251 per month. The amended 1997 Salary Schedule is attached hereto and incorporated herein by this reference.

Section 3. This ordinance shall take effect and be in full force five days after publication.

PASSED this _____ day of January, 1997.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator

Filed with City Clerk: 1/8/97

Passed by City Council:

Date Published:

Date Effective:

Exhibit 'A'
PUBLIC WORKS CLERK

Nature of Work

The person in this position performs primarily clerical and office administration functions for the Public Works Department. Responsibilities generally include, but are not limited to, processing invoices; record keeping; accounting; typing; filing; inventorying; preparing routine correspondence; preparing and maintaining databases; responding to public inquiries; complaints; and responding to public inquiries, complaints, and requests; and performing other tasks as assigned. Work must be executed quickly, and with confidentiality, accuracy, and minimal supervision.

Controls Over the Work

Under the direct supervision of the Public Works Assistant and the indirect supervision of the Public Works Supervisor, Wastewater Treatment Plant Supervisor, and the Public Works Director, the Public Works Clerk performs clerical and office administration functions in support of the Public Works Department. In the absence of the Public Works Assistant, the Public Works Clerk works under the direct supervision of the Public Works Director. Under general direction, and within City policies and procedures, the Public Works Clerk exercises independent judgement and initiative.

Essential Duties and Responsibilities

Processes invoices, knowledge of BARS system desired.

Develops and maintains records and files, including computerized databases.

Assists the Public Works Assistant in administering Public Works Department office functions, including grant management, permit issuance, bond monitoring and releases, coordination of development review, maintenance of office supplies and equipment, scheduling and schedule coordination; greets the public by telephone and personal inquiries, makes referrals and obtains routine information; assists the public by checking routine records and files for requested information; types routine correspondence, including letters, memoranda, reports and other material from clear copy or rough draft; sorts, processes, and files correspondence, checks, invoices, index cards, and other documents. Performs other duties as assigned by designated supervisory staff.

Knowledge, Abilities, and Skills

Knowledge of business English, spelling, and basic business math.

Knowledge of WordPerfect or Microsoft Word word processing software.

Knowledge or ability to learn spreadsheet software.

Knowledge of general office procedures and general office equipment.

Ability to operate a standard office calculator.

Ability to type at the net rate of 40 words per minute.

Ability to perform routine mathematical computations and tabulations accurately and with reasonable speed.

Ability to be effective, tactful, and diplomatic in explaining City policies and procedures.

Ability to develop and maintain positive working relationships with the public, and other City staff.

Ability to carry out oral and written instructions with minimal supervision or guidance.

Physical Demands and Work Environment

Work is performed in an office, field, maintenance, shop, or wastewater treatment plant environment. Walking, sitting, standing, bending and reaching are required. Exposure to adverse weather conditions, mechanical and electrical equipment, operating machinery and chemicals may be involved.

Qualifications Required (Minimum)

Minimum: Current State of Washington Driver's License.

One-year related office experience, or satisfactory completion of a business or secretarial curriculum.

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

On _____, 1997, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR AMENDING
ORDINANCE NO. 742, ADDING A PUBIC WORKS CLERK TO THE
SALARY SCHEDULE, ADOPTING A NEW JOB DESCRIPTION AND
SETTING AN EFFECTIVE DATE.**

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

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

APPROVED by the City Council at their regular meeting of _____, 1997.

BY: _____
Mark E. Hoppen
City Administrator/Clerk

Exhibit 'B'

ATTACHMENT "A"

1997 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Maximum</u>	<u>Minimum</u>
City Administrator	\$4,847	\$6,059
Public Works Director	4,340	5,426
Chief of Police	4,107	5,134
Finance Director	3,910	4,888
Planning Director	3,826	4,783
Police Lieutenant	3,595	4,494
Public Works Supervisor	3,493	4,366
Police Sergeant	3,425	4,281
Fire Marshal/Building Official	3,350	4,188
Sewer Plant Supervisor	3,343	4,179
Foreman	2,978	3,723
Police Officer	2,872	3,590
Planning Associate	2,867	3,584
Construction Inspector	2,819	3,524
Sewer Plant Operator	2,776	3,471
Maintenance Worker	2,698	3,372
Planning / Building Inspector	2,610	3,262
Engineering Technician	2,508	3,134
Administrative Assistant	2,428	3,036
Public Works Assistant	2,428	3,036
Court Administrator	2,344	2,931
Finance Technician	2,219	2,773
Planning-Building Assistant	2,219	2,773
Laborer	2,178	2,723
Court Clerk	2,125	2,656
Police Services Specialist	2,086	2,609
Administrative Receptionist	1,802	2,251
Public Works Clerk	1,802	2,251



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: P&H PARTNERSHIP - REQUEST FOR REFUND
DATE: JANUARY 7, 1997

INFORMATION/BACKGROUND

On March 28, 1996, the City of Gig Harbor and P&H Partnership entered into an agreement to connect *both* water and sewer to the Northharbor Business Campus off Burnham Drive NW. Capacity for 30 ERUs of sewer was reserved at the cost of \$10,642.50 and water was reserved at a cost of \$500. The total cost paid for the reservation of both services was \$11,142.50. The eventual cost of the proposed water line from the water line leading to the Department of Corrections to Burnham Drive proved infeasible without broad participation. No such participation proved available. While water service is available, in the practical sense it is not likely to be feasible during the term of the contract, which expires on March 27, 1998.

Mr. Perrow has requested \$10,642.50 in refund. Actually, he should be requesting the total amount of \$11,142.50.

POLICY CONSIDERATIONS

This area, once annexed, will be the formal water and sewer service area of the city. Contracts for service will no longer be necessary. In the past, when the city has determined, in its judgement, that a proposed and contracted utility connection was no longer feasible within the term of the contract, the city has been willing to refund a capacity commitment payment. The city's comprehensive planning in this area is consistent with good utility practice; the city's Comprehensive Water Plan was adjusted to comply with this contracted connection. It is worth noting that the applicant has already paid for this adjustment.

FISCAL CONSIDERATIONS

The city is being asked by Mr. Perrow, on behalf of the P&H Partnership to refund the total capacity commitment payments.

RECOMMENDATION

The staff recommends that the City refund capacity commitment payments in the amount of \$11,142.50 to the P&H Partnership.

WADE PERROW
P. O. BOX 1728
GIG HARBOR, WA 98335

RECEIVED
DEC 4 1996
CITY OF GIG HARBOR

City of Gig Harbor
ATT: Mark Hoppen
3105 Judson Street
Gig Harbor, WA 98335

December 2, 1996

RE: Utility Extension, Capacity Agreement Recorded Under 9603290151
For Northharbor Business Campus

Dear Mr. Hoppen:

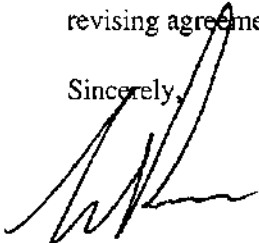
On March 28, 1996, the City of Gig Harbor and the P & H Partnership entered into an agreement where the P & H Partnership **DESIRED TO CONNECT TO CITY WATER SYSTEMS**. This agreement further states that the City is willing to allow connection upon certain terms and conditions. One of these conditions was "The city also agrees to provide to the Owner water service, consistent with this agreement and based upon the approved site plan (Exhibit "B"), and reserves to the owner the right to connect to the city's water system subject to all applicable city fees and Public Works Standards in effect at the time of connection."

Since the owners of the property referred to in this agreement cannot connect to city water from the utility lines that were to be available upon Burnham Drive, this agreement cannot be carried out. Per the utility extension and capacity agreement, for and in consideration of mutual benefit of both parties, it was agreed that the city would authorize the owner to extend services to the owner's property from the existing utility lines on **Burnham Drive** (street or right of way) at the following location: East side of Burnham Drive NW, south of the Gun Club, at approximately the 9700 block, Gig Harbor in the S ½ of the S ½ of Sec. 31, T22N, W.M.

Since the city is not able to provide water per the commitment made in this utility extension Agreement, we are asking that the city refund the capacity commitment payments (\$10,642.50) made and record with the Pierce County Auditor a statement that this agreement number 9603290161 has been rescinded for reasons noted.

Please let us know when we can expect to see this return and an agreement to be signed and recorded revising agreement number 9603290161.

Sincerely,



Wade Perrow
Partner, Northharbor Business Campus

bw

9603290161

RECEIVED

WHEN RECORDED RETURN TO:
City of Gig Harbor
Administrative Assistant
3105 Judson Street
Gig Harbor, WA 98335

APR 17 1996

96 MAR 29 AM 8:53

CITY OF GIG HARBOR

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this 28th day of March, 1996, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and P&H Partnership, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on Burnham Drive (street or right-of-way) at the following location:

east side of Burnham Drive N.W., south of the Gun Club, at approximately the 9700 block, Gig Harbor in the S 1/2 of the S 1/2 of Sec. 31, T22N, W.M.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer and Water Capacity Commitments. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (30 ERUs) 6930 gallons per day average flow. These capacity rights are allocated only to the

AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN
SATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

9603290161

9603290161

RECEIVED

WHEN RECORDED RETURN TO:

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

APR 17 1996

96 MAR 29 AM 8:53

CITY OF GIG HARBOR

RECORDED
 CATHY PEARSALL-STIPEK
 AUDITOR PIERCE CO. WASH

UTILITY EXTENSION, CAPACITY AGREEMENT
 AND AGREEMENT WAIVING RIGHT TO PROTEST LID

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3. **Costs.** Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. **Sewer and Water Capacity Commitments.** The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (30 ERUs) 6930 gallons per day average flow. These capacity rights are allocated only to the

AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN-
 SATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

9603290161

21

Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on March 27, 1998, provided this agreement is signed and payment for sewer and water capacity commitments is received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service, consistent with this agreement and based upon the approved site plan (Exhibit "B"), and reserves to the owner the right to connect to the city's water system subject to all applicable city fees and Public Works Standards in effect at the time of connection.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$10,642.50 for sewer and the sum of \$ 500. for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees	
One year	Five percent	(5%)
Two years	Ten percent	(10%)
<u>Three years</u>	<u>Fifteen percent</u>	<u>(15%)</u>

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for water service capacity and less the five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer and water capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, and by paying the water service payment described in Sections 4 and 5, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities) and by paying the monthly water base charge for the service described in Section 4.

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department,

Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. Connection Charges. The Owner agrees to pay the connection charges for water and for sewer, in addition to any costs of construction, plus time, materials and a ten percent fee, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. Annexation. Owner understands that, except as provided in Paragraph 12 below, annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the

property by the City of Gig Harbor upon the effective date of annexation;

- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. Notwithstanding any other provision of this Agreement, the property shall be developed and used in accordance with the final site plan approved by Pierce County as SPR 20-90 on April 7, 1994, and recorded as #9403090799, and the Pierce County Hearing Examiner decision dated August 18, 1992, as long as such development occurs within seven (7) years after the date of execution of this agreement. A copy of that plan and a copy of the Hearing Examiner decision are attached to this Agreement as Exhibit "B" and Exhibit "C";
- B. Except as provided in Paragraph "A." above, the development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements (specify):

Construction of a public street through the property along the alignment shown on the binding site plan (SPR 20-90) approved by Pierce County, said construction including curbs, gutters, sidewalks, and roadway in accordance with the City's Public Works Standards, also including dedication of a 50' minimum right-of-way width.

Dedication and construction of half-width improvements to Burnham Drive along the parcel's frontage in accordance with the City's Public Works Standards.

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this 24 day of March, 1996.

CITY OF GIG HARBOR

Gretchen Wilbert
Mayor Gretchen Wilbert

OWNER

[Signature]

Name:

Title: Partner

ATTEST/AUTHENTICATED:

[Signature]
City Clerk, Mark Hopper

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

On this 28 day of March, 1998, before me personally appeared Wade Perrow, to me known to be the individual described in and who executed the foregoing and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.



Molly M Towstee
NOTARY PUBLIC for the State
of Washington, residing at
Big Harbor
My commission expires 12/2/99

STATE OF WASHINGTON)

)ss:

COUNTY OF PIERCE)

On this 28th day of March, 1998, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.



Molly M Towstee
NOTARY PUBLIC for the State
of Washington, residing at
Big Harbor
My commission expires 12/2/99

EXHIBIT A

LEGAL DESCRIPTIONEXISTING PARCEL

PARCEL A :

THE EAST 990 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE SOUTH 330 FEET THEREOF;

AND EXCEPT THE EAST 10 ACRES AFTER EXCEPTING THE SOUTH 330 FEET THEREOF;

PARCEL B :

THE NORTH 330 FEET OF THE SOUTH 660 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, LYING WEST OF THE EAST 990 FEET THEREOF:

THAT PORTION OF THE NORTH 330 FEET OF THE SOUTH 660 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M., LYING EAST OF GIG HARBOR-LONGBRANCH HIGHWAY;

EXCEPT THE WEST 50 FEET OF THAT PORTION LYING NORTH OF SAID HIGHWAY;

EXCEPT SAID GIG HARBOR-LONGBRANCH HIGHWAY.

ALL IN PIERCE COUNTY, WASHINGTON.

NOTE: REFER TO BINDING SITE PLAN UNDER RECORDING NO. 9403090799, RECORDS OF PIERCE COUNTY AUDITOR, FOR FURTHER SUBMISSION INFORMATION.



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

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: DESIGNATION OF BORGEN'S CORNER
DATE: JANUARY 8, 1997

BACKGROUND

Over 550 persons have signed a petition for the purpose of bringing honor to civil leader George Borgen. The idea to designate a non-specific area at the corner of Harborview Drive and North Harborview Drive as "Borgen's Corner" has been suggested.

RECOMMENDATION

I recommend that Council pass this Resolution to designate the above mentioned area as "Borgen's Corner" on any future city maps.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DESIGNATING A NON-SPECIFIC AREA AT THE INTERSECTION OF HARBORVIEW DRIVE AND NORTH HARBORVIEW DRIVE AS BORGEN'S CORNER.

WHEREAS, on December 9, 1996, at the regular City Council meeting petitions were presented to the Councilmembers requesting the above mentioned intersection be designated as Borgen's Corner; and

WHEREAS, over 550 persons signed the petition for the purpose of bringing honor to civic leader George Borgen; now, therefore,

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

Section 1. That the petition request be honored and that hereafter the designation of Borgen's Corner can and should become a location noted on any and all maps of the City.

RESOLVED this _____ day of January, 1997.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MARK E. HOPPEN, CITY CLERK

FILED WITH THE CITY CLERK: 1/8/97
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 2/28/97

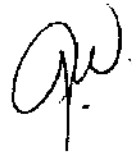
	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MARCO'S RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 0000	074950	C D
2	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MIMI'S PANTRY 7707 PIONEER WAY GIG HARBOR WA	078350	E F

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 FOR EXPIRATION DATE OF 3/31/97

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 GOURMET ESSENTIALS, INCORPORAT	GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000	078110	F
2 DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	H
3 NASH TOWERS, INC.	NEVILLE'S SHORELINE 8827 N HARBORVIEW DR GIG HARBOR WA 98335 2168	351502	H I

RECEIVED
 JAN 9 1997
 CITY OF GIG HARBOR

MAYOR'S REPORT
January 13, 1997



LEGISLATIVE PRIORITIES
State, County and Community

The scramble for the city's, town's, and county's share of tax dollars has begun. Legislative issues have been the topic of discussion the past two months at the *Association of Washington Cities* forums. Once again, I call your attention to their priorities and invite your comments.

Pierce County has two issues of interest; Compliance with SSB 5038 and The Forming of Cities and Towns Coalition with Pierce County.

A third issue surfaced at the Cities and Towns meeting January 2nd. Highlights of Changes to the County-City Agreement for the Tacoma-Pierce County Health Department brought considerable discussion. Take a close look at III A. Everyone in the room took exception to that item.

The report from the Commission on Children, Youth & Families is included for your reading. Of particular interest to me are the Fifteen Characteristics of Asset Building, Healthy Communities. I see parallels in this program with the Peninsula Future Search/Action Coalition objectives.

Recently I was interviewed by Julia Garnett, the Program Administrator of Forward Together. Enclosed are the results of the interviews. I invite your comments.

The economic forecast for Washington is interesting reading.

The Welfare Reform Act passed by Congress is creating quite a flurry of confusion among the established bureaucracy in Pierce County and the State. Watch for major changes and requests for more money in the form of taxes.

DATE: January 8, 1996
TO: City Council
FROM: Mitch Barker
SUBJECT: December Information from PD

Attached are the activity statistics for December 1996. Since this is the last month of the year, these are also the year end numbers for 1996.

Seven Reserve Officers provided 278.5 hours of service in December. This included 208.5 hours of patrol time, 52.5 hours of training, and 17.5 hours in other duties. Training included first aid, firearms, probable cause and arrest, and the new accident report form. The Reserves helped with the Christmas tree lighting event, the Special People's boat cruise, and the testing process for new officers.

Explorers logged over 1086 hours in December. The majority of this time, 828 hours, was spent at the Winter Explorer Academy. Additionally, 182 hours were contributed to the city as parking and security assistance for Tidefest. The Explorers also attended two monthly meetings and there were four ride-alongs. Three of our most experienced Explorers left the post on January 1, due to age limitations. One of them is down to the final selection process for employment with WSP. Jake Collen is home now and will be returning to his position as post Lieutenant shortly.

The Marine Services Unit totaled 23 hours in December. Nine hours were spent on calls for service, ten were for the Special People's cruise and Lighted Boat Parade. The rest of the hours were used for, administrative or maintenance duties. We have not heard back from Pierce county regarding the distribution of state funds for 1997. Bonney Lake PD has joined us in questioning the equity in the formula currently used for fund distribution. They have sent a letter to the county asking for a different formula and have not received a reply either. The funds were supposed to be disbursed by December 14, 1996. We will continue to work through this process with the county.

The training for the reserve bike officers has been delayed due to the unusually bad weather. We plan to have the training completed during January.



MITCH BARKER
Chief of Police

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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

December 1996

	<u>DEC</u> <u>1996</u>	<u>YTD</u> <u>1996</u>	<u>YTD</u> <u>1995</u>	<u>%chg to</u> <u>1995</u>
CALLS FOR SERVICE	<u>276</u>	<u>3087</u>	<u>3266</u>	- <u>5</u>
CRIMINAL TRAFFIC	<u>8</u>	<u>152</u>	<u>222</u>	- <u>31</u>
TRAFFIC INFRACTIONS	<u>36</u>	<u>683</u>	<u>826</u>	- <u>17</u>
DUI ARRESTS	<u>2</u>	<u>32</u>	<u>44</u>	- <u>27</u>
FELONY ARRESTS	<u>7</u>	<u>36</u>	<u>74</u>	- <u>51</u>
MISDEMEANOR ARRESTS	<u>6</u>	<u>159</u>	<u>164</u>	- <u>3</u>
WARRANT ARRESTS	<u>6</u>	<u>67</u>	<u>76</u>	- <u>11</u>
CASE REPORTS	<u>57</u>	<u>819</u>	<u>844</u>	- <u>2</u>
REPORTABLE VEHICLE ACCIDENTS	<u>18</u>	<u>107</u>	<u>97</u>	+ <u>10</u>