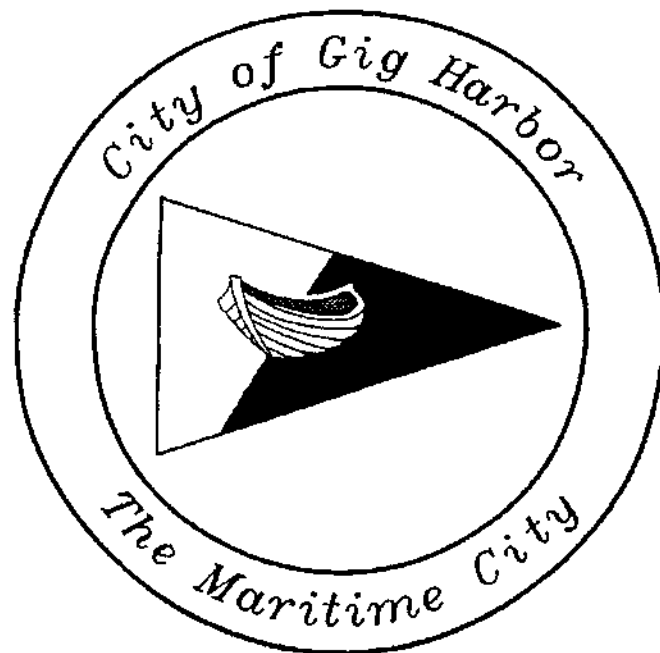


# Gig Harbor City Council Meeting



**March 13, 2000**

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
March 13, 2000**

**CALL TO ORDER:**

**PUBLIC HEARING:** First Reading of Ordinances - Planning Commission Recommendations:

- a) Vertical zoning
- b) New/revised Definitions, Chapter 17.04
- c) New C-2 (Commercial) District, Chapter 17.41
- d) Map Rezone - New C-2 District
- e) Amendments to the C-1 (Commercial) District

**CONSENT AGENDA:**

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

- 1. Approval of the Minutes of the February 28, 2000, City Council Meeting.
- 2. Correspondence / Proclamations:
  - a) Letter from Mayor of Bremerton re: I-695 Lawsuit.
  - b) PSRC Executive Board Report.
  - c) D.R.E.A.M. Announcement.
  - d) Safe Streets Academy
  - e) Junior Daffodil Parade.
  - f) Proclamation - Foster Parents
  - g) Letter from Lieutenant General James Hill.
- 3. Burnham Drive Watermain Extension - Webster Easement Agreement.
- 4. Condemnation Attorney Contract.
- 5. Crackseal Melter Applicator - Purchase Authorization.
- 6. Approval of Payment of Bills for March 13, 2000:  
Checks #24501 through #24647 for \$290,122.34. Check #24500 was voided.
- 7. Approval of Payroll for the month of February in the amount of \$197,651.18.
- 8. Liquor License Renewals: Maritime Mart; Eagles; Gig Harbor Texaco; Tides Tavern.

**OLD BUSINESS:**

- 1. Court Consolidation.

**NEW BUSINESS:**

- 1. First Reading of Ordinances - Planning Commission Recommendations:
  - a) Vertical zoning
  - b) New/revised Definitions, Chapter 17.04
  - c) New C-2 (Commercial) District, Chapter 17.41
  - d) Map Rezone - New C-2 District
  - e) Amendments to the C-1 (Commercial) District
- 2. Re-establishment of Street Monuments Survey - Consultant Services Contract.
- 3. Amendment No. 2 - Comprehensive Water Plan Update - Consultant Services Contract.

**PUBLIC COMMENT/DISCUSSION:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

**STAFF REPORTS:**

GHPD Stats for February - Lt. Bill Colberg.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing pending litigation per RCW 42.30.110(i). No action will be taken after the session.

**ADJOURN:**

**DRAFT**

**GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 28, 2000**

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

Mayor Wilbert introduced Candi Carter, the new city reporter from the Peninsula Gateway.

**CALL TO ORDER:** 7:07 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of the February 14, 2000, City Council Meeting.
2. Correspondence / Proclamations:
3. Hearing Examiner Pro Tem Contract.
4. Design Engineering for Water Storage Tanks - Consultant Services Contract.
5. Approval of Payment of Bills for February 14, 2000:  
Checks #24352 through 24358 for \$136,671.63.
6. Liquor License Assumption - Texaco Star Mart.
7. Liquor License Discontinued - Flowers on the Bay, Inc.
8. Special Occasion Liquor License - GHHS Meistersingers.

Dave Rodenbach, Finance Director, explained that there was an error in the listed warrant numbers and requested that they be amended to reflect approval of bill numbered #24352 through #24497.

Mayor Wilbert said that she had checked with the person applying for the Special Occasion Liquor License for the Meistersingers to make sure this fundraiser was indeed hosted by adults.

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

**OLD BUSINESS:**

1. Court Consolidation. Dave Rodenbach, Finance Director, explained that it may be important for Council to make a decision to facilitate further planning of City Hall as the Master Facilities Plan suggests a separate Court facility for security risks. He gave an overview of his comparison of court activity and statistics with other similar jurisdictions and explained that it was a difficult task because there wasn't any standardized method of reporting costs, creating an "apples to oranges" comparison. He then spoke of the projected operating costs that would be incurred through the year 2010 if a new facility was built and run by the city based on the facilities plan and historical data, versus the estimated contract costs if the court were consolidated. He added that he had been able to obtain information about consolidations and/or splitting of courts from Municipal

Research, and that the information he received indicated that the reasons were mostly monetary.

Councilmember Ruffo asked what services might be lost by contracting with Pierce County. Councilmember Dick asked if court staff could provide some testimony on the issue. Mayor Wilbert then introduced Judge Michael Dunn, and passed out information that had been provided by him at the beginning of the meeting.

Judge Dunn gave an overview of the outline that had been passed out. He talked about several issues including the rule preventing the city from re-forming its own court system for a ten-year period. He recommended continuing the system as it exists and answered Council's questions about loss of service. He added that the Court had shared space with the City Council Chambers in the past and could continue, noting that security remains to be an issue. He touched on the operating budget and the function of the court.

Councilmember Dick asked if the court had been successful in their collection efforts and asked if there was any data to help them understand better. Judge Dunn explained that it had not been analyzed at this point and added that it was his impression that revenues were up. He stressed that the court was not a collection agency, and explained that there were other agencies that received a portion of the collections. He then explained that there hadn't been a long enough period to get a good idea of the trends as they had only used Signal Credit Management since July, but that they would be happy to put some data together.

Councilmember Young asked about the need for special prosecution. Councilmember Ekberg requested that information on the percentage of violations unique to Gig Harbor codes that come before the court to be included in the request for data on collections. Councilmember Ruffo asked staff about timing of a decision and if it were possible to put together a summary of advantages versus disadvantages of consolidation to help with a decision.

Mark Hoppen, City Administrator, explained that it would be preferred to take action on this decision as soon as possible, as interviews for a design consultant were to begin March 6th. He suggested that a consultant named Ann Pflug, who has done such studies for other cities, could perform a general comparison. He addressed the loss of services question and gave a quick comparison of the function of the two courts.

Councilmember Ekberg said that he disagreed that a decision needed to be made before the consultant interviews, but should be done at the next meeting or shortly thereafter. He said that when the issue returned with the additional information requested by Councilmember Dick, that it be publicized as a public hearing to ask for citizen input. Councilmember Owel agreed that the public should participate in the decision. She said that she didn't expect to hear from the constituency of the court, but that there may be times when Municipal Court gives a local troubled youth a second chance that may not exist in a larger framework. She said it is a decision that has to be made on its own merits and not tied to a convenience factor of how to design a building. She agreed that

she would like more information and that the whole issue of cost is not the only factor but has been overstressed at the expense of other sociological factors.

Mark Hoppen said that if Council wanted to look at the issue in an in-depth, unbiased and insightful way, that a consultant be hired to present the information.

Mayor Wilbert said that security and safety are issues and suggested that when Chief Mitch Barker returns, he should have input on that concern. She added that the court could share the council facility eliminating the expense of a separate building. Councilmember Young discussed how the facility study addressed the safety issues and how that most of the identified expense was for security costs and office space for staff, not duplicate space. He added that the separate courtroom was just a portion of the overall cost of a court facility.

Councilmember Dick asked for a breakdown of how much of the cost was attributable to necessary office space and how much was for the separate courtroom. Dave Rodenbach gave him an overview of the configuration of the facility recommendation. Councilmember Young added that Chief Barker would have a better idea of the cost breakdown. Councilmembers then agreed that they would like to see a consultant hired to give them more information to be presented at the next two meetings. Mr. Hoppen was asked to come back with a recommendation for a consultant to prepare a report on qualitative factors on courts. Councilmember Ekberg asked Carol Morris, Legal Counsel, for clarification of the ten-year rule with the municipal division as a factor. Ms. Morris said that she could bring back a summary at the next meeting.

**MOTION:** Move that we authorize staff to hire a consultant to study the issue of whether we have our own in-house court or we contract out.  
Ruffo/Picinich -

**AMENDED MOTION:** Move that staff bring back information on the hiring of a consultant at the next meeting.  
Ekberg/Picinich - unanimously approved.

It was discussed and decided that the public hearing would be scheduled after the consultant has completed their report, then a workshop could be scheduled to discuss the findings.

2. Contract Award - Springbrook Software. Dave Rodenbach gave an overview of the changes to the contract since the last meeting. He explained that Springbrook declined to address the major concerns of the city's attorney and Councilmember Dick; however, they added a warranty, which would be sufficient to cover the city. He added that he had attended a users group meeting, which gave him a positive feeling for the company and it's level of support. Councilmember Dick said that he would support this request with personal reservations if staff would continue to work toward utilizing cooperative purchasing efforts. Councilmember Robinson said that he was impressed by the fact that

this is a company owned by the developer of the software, the user group meets in person, and Gig Harbor would not be the first city to use the software.

**MOTION:** Move to adopt the Springbrook Software program as proposed by staff in the amount of \$95,965 and the related Software Maintenance Agreement in the amount of \$7,294.  
Ruffo/Robinson - unanimously approved.

**NEW BUSINESS:**

1. Banking Service Agreement. Dave Rodenbach presented this agreement to facilitate automatic payroll deposit and wire transfer service.

**MOTION:** Move to approve the Master Agreement with Key Bank.  
Picinich/Young - unanimously approved.

**MOTION:** Move to approve the Wire Transfer Service Agreement with Key Bank.  
Picinich/Robinson - unanimously approved.

2. Pape Sewer/Water Request. Mark Hoppen presented this request by Gene Pape for sewer and water service to property adjacent to his business, which currently receives city services. He added that the applicant has met design review standards and other parameters for land use associated with the site.

**MOTION:** Move to approve the extension of 3 ERUs of sewer and the extension of water service as per the attached contract to 54<sup>th</sup> Avenue Northwest Business Park site.  
Owel/Young - unanimously approved.

3. Wollochet Harbor Sewer District Contract Amendment. Mark Hoppen explained that in 1996 the city accepted a contract for the receipt of sewer from the Wollochet Harbor Sewer District for 66 residential lots. He said that the District has asked that the city consider a different location on Wagner Way for connection that is more practical and was not available when the system was first designed. He said that in addition, they are requesting to pump the sewerage on an as-needed basis rather than the original agreement to pump only at night. He added that this amendment is an adjustment that was realized some time ago and is a practical improvement. He introduced representatives from the Sewer District to answer questions.

Nancy Lockett, Gray & Osborne Engineers. Ms. Lockett explained that the original plan was for the district to pump into a holding facility and discharge at night, as the city was concerned about their flow permit. She said that the Department of Ecology has assured the city that the district's flow is less than 1% of the capacity of the Wastewater Treatment Plant and it wouldn't affect the permit. She said that the district had applied for grant funding and loans through the Centennial Clean Water Fund program and had received both a grant and a loan to complete the project.

**MOTION:** Move to approve the contract amended as presented with the Harbor Wollochet Sewer District.  
Picinich/Ruffo - unanimously approved.

4. Pump Station 3 Property - Selection of Condemnation Attorney. Carol Morris, Legal Counsel, said that she didn't have any details on the pump station, but added that condemnation of the property to locate the station is necessary. She said that she would not be available to do it, and recommended an attorney who specializes in condemnations, John Hurley. She said that the condemnation effort would clear up the ownership issues that had arisen.

**MOTION:** Move that we authorize the city attorney to negotiate a contract with John Hurley and bring it back.  
Ekberg/Young - unanimously approved.

**PUBLIC COMMENT/DISCUSSION:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

Councilmember Dick commented on the Gig Harbor Waterfront History Walk brochure that was funded through the hotel/motel tax to promote tourism.

Councilmember Ekberg thanked staff for the project list that had recently been developed. He said that it served the purpose well.

Councilmember Owel spoke to Temple Stark, reporter from the Peninsula Gateway, and told him that in the latest issue of the paper, the Managing Editor spent a paragraph about the correct pronunciation and spelling of his own name, and Councilmember Markovich's name was misspelled in the article Temple had written. She suggested some basic research be done.

Mayor Wilbert reported that 15-20 people attended the Saturday for the last Borgen Property Walk-a-Bout, and that the surveys were beginning to come back. She said that the information from the surveys would be given to the Planning Commission so they may begin to formulate a recommendation to the Council for the property.

**STAFF REPORTS:**

Ray Gilmore, Planning Director. Mr. Gilmore reported that the Hearing Examiner's decision on the Harborwest Subdivision was being appealed. He said that there are 15-1/2 hours of public hearings, and at the advise of Carol Morris, these tapes were being transcribed. He said that this was being done to determine whether the information in the appeals is contained in the hearings or is new information. He explained that this was a closed records hearing and Council would sit as the court of appeals and have the opportunity to allow oral arguments from each appellant. He suggested that that due to the number of appellants, that testimony be limited to 15 minutes. He

asked Council to set a date for a special date for considering the appeal. A date of Thursday, March 23<sup>rd</sup> was set for the meeting.

GHPD Stats for January. No verbal report given.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Special Council Meeting - Appeal of the Hearing Examiner's Decision on Harborwest Subdivision - Thursday, March 23<sup>rd</sup>, at 6:00 p.m.

**EXECUTIVE SESSION:** For the purpose of discussing pending litigation per RCW 42.30.110(i).

**MOTION:** Move to adjourn to executive session at 8:52 p.m. for approximately 50 minutes.  
Picinich/Ruffo - unanimously approved.

**MOTION:** Move to return to regular session at 9:42 p.m.  
Owel/Ruffo - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:42 p.m.  
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized.  
Tape 557 Side A 280 - end.  
Tape 557 Side B 000 - end.  
Tape 558 Side A 000 - end.  
Tape 558 Side B 000 - end.

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Mayor

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City Clerk





RECORDED

MAR - 1 2000

LYNN S. HORTON, Mayor

CITY OF BREMERTON

239 4th Street • Bremerton, Washington 98337 • (360) 478-5266 • FAX (360) 478-5883

February 28, 2000

Dear Mayor:

I appreciated the opportunity to see many of you in Olympia during the City Legislative Action Conference on February 9 and 10. We were able to share some of the problems and solutions of increasing demands upon cities, contrasted with our dwindling resources. Hopefully, the time and effort spent communicating with our legislators, as well as their on-going efforts, will lend some relief.

We are pleased to update all cities on the briefing in the cities' I-695 lawsuit. Our very able attorneys are increasingly encouraged in the final stages of the briefing schedule in the King County legal action. Arguments on the multiple summary judgment motions will be considered by Judge Robert Alsdorf on March 6, 2000. We expect to have this case before the Supreme Court in June of this year. On the legal front, things are looking up!

As you might imagine, the four cities which have assumed financial responsibility for legal costs of this important challenge are feeling the additional burden. As we all perceived during the Legislative Action Conference, no substantial help can be expected out of Olympia this year. The I-695 Campaign folks are now seeking signatures for Initiatives 722 and 711, which offer additional promises of chaos in local government.

I personally request that you and your council consider an acceptable level of financial participation or contribution for the good of every city in this state. While we have recommended the cost of one special election in your county, we will happily accept what your city can afford and is willing to dedicate to this hopeful venture.

Sincerely,

Lynn S. Horton  
Mayor



RECEIVED

MAR - 1 2000

CITY OF BREMERTON

LYNN S. HORTON, Mayor

239 4th Street • Bremerton, Washington 98337 • (360) 478-5266 • FAX (360) 478-5883

February 28, 2000

Dear Mayor:

The voters of Washington approved I-601 which included a provision prohibiting the State from imposing unfunded mandates on local governments. The United States Congress has also enacted legislation with a similar prohibition.

The Bremerton City Council recently passed the attached Resolution No. 2737 resisting further unfunded mandates.

In light of I-695, every jurisdiction is experiencing budgetary cuts, some of which are threatening basic services. As such, I would urge you to consider passing a similar Resolution, stand united on this issue and send a message to our state and federal delegations. There is strength in numbers!

Additionally, it is imperative city officials speak out about the effects Tim Eyman's two new initiative proposals 711 and 722 will have on local services before it is even validated.

In the event your city adopts or has adopted such a resolution, please forward it to my office so we can compile a packet to present to Governor Locke.

Thank you for your support.

Sincerely,

Lynn S. Horton  
Mayor

RESOLUTION NO. 2737

A Resolution declaring the City of Bremerton's determination and resolve to resist all future unlawful attempts by the State and Federal governments to impose UNFUNDED MANDATES upon the City, its ratepayers, and taxpayers.

WHEREAS, Washington State voters approved Initiative 601, which included a provision prohibiting the State from imposing UNFUNDED MANDATES on local governments; and

WHEREAS, U.S. Congress has enacted legislation that prohibits the imposition of UNFUNDED Federal MANDATES on State and local governments; and

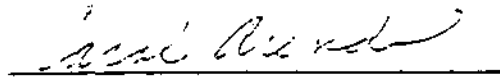
WHEREAS, the City of Bremerton faces multiple and substantial financial challenges arising from the passage of Initiative 695, including loss of revenues for essential services and reduction of municipal authority to raise revenues for governmental operations and obligations; and

WHEREAS, the City of Bremerton has been placed in an increasingly destitute financial situation and has cut services and staff in response to funding lost through I-695, and additional reductions will be considered by the City Council in the First Quarter of 2000; and

WHEREAS, the loss of passenger ferry service and the increase in ferry transportation fares have impacted, and will continue to impact, economic growth in the Bremerton vicinity, which further stymies the financial potential and vitality of the City of Bremerton; therefore

BE IT RESOLVED BY THE BREMERTON CITY COUNCIL that the City of Bremerton will resist and refuse to accept or finance any further unlawful UNFUNDED MANDATES imposed by the State of Washington and the United States Governments.

PASSED by City Council of the City of Bremerton this 2<sup>ND</sup> day of February, 2000.

  
\_\_\_\_\_  
CAROL ARENDS  
Council President



1000 Laurel Street  
Milton, WA 98354-8852

February 24, 2000

To: Pierce County Regional Council Representatives and Alternates  
From: Mayor John Williams *JW*  
Subject: PSRC Executive Board Report

The Executive Board of the PSRC had a full agenda on the 24<sup>th</sup>. Here are some of the highlights.

With ESA and I-695, many transportation projects planned for implementation which are not "ready to go" are on hold. To avoid losing \$110 million in federal transportation funding, the PSRC Transportation Policy Board, after long deliberation and debate, developed a list of projects that *are* ready for implementation and proposed reprogramming these projects. Much support for this reallocation was received from several camps, including state and local agencies and the private sector. The proposal passed unanimously. Pierce County-related projects include:

- Sounder Commuter Rail, Capital to implement Tacoma - Everett Corridor (\$60 million)
- Port of Tacoma Road, SR-509 grade separation (\$12 million)

**Activity Center**

Tel. (253) 922-6586  
Fax (253) 922-2385

**Administration/City Hall**

Tel. (253) 922-8733  
Fax (253) 922-2385

**Fire**

Tel. (253) 922-0944  
Fax (253) 922-2385

**Library**

Tel. (253) 922-2870  
Fax (253) 922-2385

**Police**

Tel. (253) 922-8735  
Fax (253) 922-2706

**Public Works**

Tel. (253) 922-8738  
Fax (253) 922-3466

Executive Director Mary McCumber presented the Central Puget Sound Regional Economic Report. This document includes much tabular and map data on employment trends in the central Puget Sound region. It will be useful for economic development plans, the Metropolitan Transportation Plan, and the like.

The PSRC was authorized to contract for professional services to develop methods of providing map data on their Web site for access by member jurisdictions. GIS boundary files, thematic maps, and associated data are expected to be offered as a result of this initiative.

Methods of appointing delegates to the PSRC Executive Board, according to the bylaws, are left to the members immediately concerned. In Pierce County, Board members for "other cities" are chosen by the Pierce County Regional Council. The Suburban Cities Association is the body that serves this function in King County. Recently, Bellevue pulled out of the Suburban Cities Association. Under the bylaws, this effectively removed them from eligibility for a seat at the PSRC table. Spurred by this dilemma, the PSRC Executive Board passed, on February 24, a proposed bylaws change that provides a mechanism for dispute resolution when there is no consensus among members on methods of appointment to the Executive Board. This bylaws change will be before the General Assembly on March 16 for ratification.

Mayor Hetchen Wilbert and members of the City Council -

**Family and Friends are invited to attend . . .**



**Thursday, March 16, 2000, 9:30 AM  
Harbor Heights Commons**

**Our fifth grade students will be honored for their work in our D.R.E.A.M. Program which stands for "Drug Resistance Education And More". We hope you will be able to join us!**



# SAFE STREETS ACADEMY



10 Years

**SAFE ST**

*An opportunity to increase your leadership and learn how to access the system's for Family and Community Safety.*

Enroll in Safe Street Academy today, registrations due by March 3<sup>rd</sup>, 2000.

Where: District 5 Volunteer Fire Station  
5210 144<sup>th</sup> St. NW Gig Harbor 6:00pm - 9:00pm

When:  
Thursday - March 16<sup>th</sup>, 2000 Leadership  
Thursday - March 23<sup>rd</sup>, 2000 Methamphetamine (A Pierce County Epidemic)

Thursday - March 30<sup>th</sup>, 2000 Emergency Preparedness COPS  
Thursday - April 6<sup>th</sup>, 2000 Asset Mapping Community Work Plans

Thursday - April 13<sup>th</sup>, 2000 Group Dynamics  
Thursday - April 20<sup>th</sup>, 2000 Youth Summit Representative Graduation

PARTICIPANTS NAME: \_\_\_\_\_

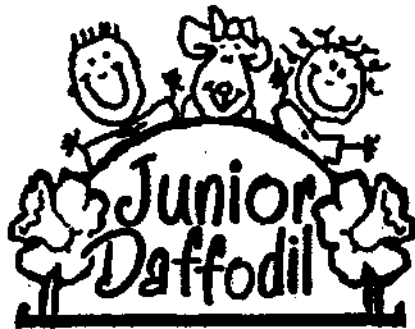
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

For more information call Safe Streets Campaign @ 272-6824



...where the fun continues

February 2000

Dear Mayor & Council Members:

On behalf of the Junior Daffodil Committee I would like to invite you to participate in the **39th Annual Junior Daffodil Parade** which will be held on April 8th, 2000 at 10:00 A.M. The parade will be held in the Proctor District, located in Tacoma's North End.

The theme of this year's parade "*Century of Memories*" will truly inspire the creativity of the young people in our community. The Junior Parade, geared towards children, is an event in the tradition of the Daffodil Festivities. Last year we had 125 entries with approximately 3200+ parade participants.

We have enclosed an entry form for you to provide us with information that we may use in press releases and for television coverage the day of the parade. If you have any questions, please call me at 756-9020. We look forward to your involvement as the "young in spirit and heart" prepare for the **39th Annual Junior Daffodil Parade!**

Sincerely,

Kathryn Alvord  
Jr. Daffodil Coordinator

ka

3808 N. 27<sup>th</sup> Tacoma, WA 98407 253.756.9020

39th ANNUAL DAFFODIL PARADE ENTRY FORM

April 8, 2000

ENTRY NAME : \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF LEADER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

AGES: \_\_\_\_\_ # GROUP: \_\_\_\_\_ # YEARS IN PARADE: \_\_\_\_\_

INFORMATION & DESCRIPTION OF ENTRY:

ENTRY CATEGORY: \_\_\_\_\_

(Please give a description of, colors, awards, history etc. This information is used for public announcements and for TV and radio coverage)

\*\*\*\*\*

I have read and agree to the parade rules and to participate in the Junior Daffodil Parade.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

DAFFODIL ORDER

A minimum of 100 flowers must be ordered by each entry. \$12.00 per 100 flowers. Please enclose a check payable to the Junior Daffodil Parade. Flowers will NOT be ordered without payment. (The registration form & fee must be on file to participate in the parade.)

We wish to order \_\_\_\_\_ daffodils.

Enclosed is \$\_\_\_\_\_ for payment

Mail to: JUNIOR DAFFODIL PARADE  
3221 N. 29th  
Tacoma WA 98407

PLEASE RETURN THIS FORM BY MARCH 1<sup>ST</sup>.

(rec'd: \_\_\_\_\_)





FOSTER PARENTS  
ASSOCIATION OF  
WASHINGTON STATE

451 SW 10th Street • Suite 106 • Renton, Washington 98055-2981 • (425) 227-7110 • FAX (425) 227-9295

March 6, 2000

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

RECEIVED  
MAR - 6 2000  
CITY OF GIG HARBOR

Dear Mayor Wilbert:

The month of May is National **Foster Care Month**. During this time a special event for all foster parents in Western Washington - *Night of a Thousand Heroes* - will be held at the DoubleTree Hotel, Seattle Airport, on May 13, 2000. Over 900 foster parents participated in the 1998 event and dozens of these foster parents live in your city.

Many of the children and youth of Gig Harbor are cared for by caring foster parents who give their homes, their time and their hearts to children who are unable to live with their biological parents. I am asking the city of Gig Harbor to participate with many corporations, foundations, and agencies in honoring your foster parents in the year 2000, by signing a proclamation declaring **May 2000 as FOSTER CARE MONTH**.

The *Night of a Thousand Heroes* celebration is an evening filled with warm support and acknowledgment of the tremendous work and service all foster parents provide for our communities by caring for children who are unable to live with their families.

You can also support the work of foster parents in Washington by becoming a *Night of a Thousand Heroes* sponsor. Participation through sponsorship would provide Gig Harbor with excellent exposure and community visibility throughout Western Washington. You would receive prominent recognition in the program and throughout the celebration evening. The attachments more clearly identify the variety of sponsorship options.

We would welcome your participation in **FOSTER CARE MONTH** and the *Night of a Thousand Heroes*. For additional information please contact me at (425) 227-7110. We appreciate your consideration of this opportunity to thank those who are instrumental in the lives of the children of Washington State. I look forward to hearing from you.

Sincerely,

*V. Darlene Flowers*

Darlene Flowers  
Executive Director

enclosures

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, the family, serving as the primary source of love, identity, self-esteem, and support, is the very foundation of our communities and our State ; and

*WHEREAS*, in Washington there are over 6,000 children and youth in foster care being provided with a safe, secure, and stable home along with the compassion and nurture of a foster family; and

*WHEREAS*, over 6,000 foster families, who open their homes and hearts to children whose families are in crisis, play a vital role helping children and families heal and reconnect and launching children into successful adulthood; and

*WHEREAS*, there are 350 youth who reach their 18<sup>th</sup> birthday and "age out" of foster care, too often unprepared and without the ongoing support and guidance of caring adults; and

*WHEREAS*, the recently enacted John H. Chafee Foster Care Independence Program will provide increased federal funds to our state for improved independent living activities; and

*WHEREAS*, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of foster parents;

*NOW, THEREFORE*, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare May 2000, as

## *FOSTER CARE MONTH*

in the city of Gig Harbor and urge all citizens volunteer their talents and energies on behalf of children in foster care, foster parents, and the child welfare professional staff working with them during this month and throughout the year.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 13<sup>th</sup> day of March, 2000.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

\_\_\_\_\_  
Date



DEPARTMENT OF THE ARMY  
HEADQUARTERS, I CORPS AND FORT LEWIS  
BOX 339500  
FORT LEWIS, WASHINGTON 98433-9500

REPLY TO  
ATTENTION OF:

FEB 17 2000

Office of the Commanding General

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

Dear Mayor Wilbert:

As an active and committed member of the community, I want to ensure a positive and productive working relationship exists between Gig Harbor and I Corps and Fort Lewis. Over the next several months, your Army at Fort Lewis will be going through exciting and defining times. I feel it is critically important for our neighbors to be full participants as our transformation begins.

Your thoughts, concerns, and issues are important to me. Consequently, I am asking my military leaders, who are brigade commanders, to participate in your community organizations and meet with the community leaders to update them. These commanders will serve as a liaison between the community leaders and Fort Lewis senior leadership.

We have many mutual areas of interest, and I am sure that these types of exchanges will benefit all of us. I believe, together, we can make this part of the great Pacific Northwest even greater for everyone living here. Please contact my Public Affairs Office staff at (253) 967-0146, if you are interested in having a commander aligned with Gig Harbor or if you have any questions on this program.

Most sincerely,

James T. Hill  
Lieutenant General, U.S. Army  
Commanding Officer



*City of Gig Harbor. The "Maritime City"*

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

March 3, 2000

James T. Hill  
Lieutenant General, U.S. Army  
Commanding Officer  
Department of the Army  
Box 339500  
Fort Lewis, WA 98433-9500

Dear Lieutenant General Hill:

Thank you for the invitation to participate to a greater degree in a productive working relationship between the City of Gig Harbor, I Corps, and Ft. Lewis.

As Mayor, I have had the privilege of networking with the military and McChord Air force leadership when attending the monthly breakfast meetings hosted by Doug Sutherland, Pierce County Executive.

We look forward to meeting a brigade commander who can serve as liaison within our community organizations. The military presence within the Puget Sound area has always been, and continues to be, a most important part of the fabric of our neighborhoods.

Please let me know when you plan to visit Gig Harbor. We will roll out the "welcome mat," introduce you to our community and initiate an update process.

Sincerely,

Gretchen A. Wilbert  
Mayor, City of Gig Harbor

C: Chamber of Commerce  
Peninsula Neighborhood Association



City of Gig Harbor. The "Maritime City"

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

**TO:** MAYOR WILBERT AND CITY COUNCIL MEMBERS  
**FROM:** DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS.*  
**SUBJECT:** BURNHAM DRIVE WATERMAIN EXTENSION  
- WEBSTER EASEMENT AGREEMENT  
**DATE:** MARCH 8, 2000

#### INTRODUCTION/BACKGROUND

As defined in the 2000 budget an objective in the water department is the construction of a 16-inch diameter water line from Bujacich Road east to Burnham Drive to serve properties along Burnham Drive, the Gig Harbor North Area, and eventually replace an 8-inch line south to Harborview Drive. To construct this project the City requires an approximate 5,600 square foot permanent easement and an approximate 2,600 square foot temporary construction easement across Parcel No. 0221062057.

The Property owner, Mr. Craig Webster has met with the City and requests three items as consideration for the easement requested by the City:

1. The installation of an 8-inch tee and a 1-inch water meter for a future water connection.
2. The City agrees to waive the water connection fees associated with the constructed 1-inch service.
3. A commitment that no assessment for the cost of this project will be imposed against the Webster property.

The City's standard easement agreement has been prepared to reflect the required easements as well as the additional requests from Mr. Webster.

Saltbush Environmental Services, Inc. has performed a level 1 site assessment on the property and has determined minor evidence of possible surface contamination. Because of the minimal evidence of possible contamination staff recommends not to require a level 2 site assessment. If soil contamination were discovered during construction the City would be responsible to dispose of the disturbed soil at a proper facility. The potential cost of disposal of the soil is below the cost of a level 2 site assessment, therefore staff recommends acquisition of the easement without requiring a level 2 site assessment

Council approval of the easement agreement is being requested.

#### FISCAL CONSIDERATIONS

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

#### RECOMMENDATION

I recommend that the Council accept the attached easement agreement.

## EASEMENT AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Craig and Mary Webster, ("Webster,") 16952 Clear Creek Road, Poulsbo, Washington 98370.

### RECITALS

WHEREAS, Webster is the legal owners of certain real property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the City desires to obtain a temporary and perpetual easement for the construction, operation and maintenance of a 16 inch diameter water line over a portion of the Property in the area shown on Exhibit B, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Webster has agreed to convey a temporary easement during the construction of the water line and to convey a perpetual easement to the City for the purposes described above, in exchange for the consideration described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Webster agree as follows:

### TERMS

Section 1. Warranty. Webster warrants that they are the owners of fee title to the Property described in Exhibit A and that they have the ability to convey the easements described in this Agreement to the City.

Section 2. Consideration. In consideration of Webster's conveyance of the easements described in this Agreement, the City agrees to install an 8-inch tee and a 1-inch water meter as part of the previously described waterline, at a location to be determined by Webster during construction. The City also agrees to waive one future water connection fees, associated with the constructed 1-inch service on Parcel No. 0221062057. Webster acknowledges and agrees that even if Webster does not request that the City hook up Parcel No. 0221062057 to the City's water system in the future, this easement agreement shall be effective as granting the temporary and permanent easements to the City, as described in this Agreement. This credit is applicable to Webster for their sole use for as long as Webster is the

legal owner of Parcel No. 0221062057, and no other person shall be entitled to utilize this credit at any time.

The City and Webster acknowledge that the water line project which specifies the construction of a 16 inch diameter water line from Bujacich Drive easterly to Burnham Drive for which this easement is required may be subject to a latecomers' agreement. The project is described in the latecomers' agreement as Phase 1, the Webster property is within the area subject to the agreement, but will not be required to pay any fees associated with reimbursement of construction costs for this Phase 1 water line project, as described in the latecomers' agreement.

Section 3. Temporary Non-Exclusive Easement. Webster hereby grants a temporary, nonexclusive easement for purposes necessarily and reasonably related to the construction of a water line, across, along, in, upon, under and over the Webster's property as depicted in a map attached hereto and incorporated herein as Exhibit B. Said easement shall commence on the date of execution of this instrument and shall terminate on the date the City Council formally accepts the water line as complete.

Section 4. Perpetual Easement. Webster grants, conveys and quit claims to the City and Pierce County a nonexclusive perpetual easement over, under, through and across the Property for the purpose of constructing, operating, maintaining, repair, and reconstructing the water line, together with all related facilities, and together with the nonexclusive right of ingress to and egress from said Property for the foregoing purposes (hereinafter the "Perpetual Easement"). The Perpetual Easement shall be located on the following portion of the Property:

*See Exhibit 'B'*

Section 5. Terms and Conditions. The Temporary and Perpetual Easements are subject to and conditioned upon the following terms and covenants, which both parties agree to faithfully observe and perform:

A. The City shall, upon completion of any work within the Property covered by the Temporary Easement, restore the surface of the Easement and any private improvements disturbed by the City's work during the execution of the water line construction, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City.

B. During and after construction of the water line, Webster shall retain the right to use the Property subject to the Perpetual Easement, as long as such use is consistent with the City's easement for an underground water line.

C. During water line construction, the City shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with Webster's use of the Property.

D. Webster shall not place or construct a building or other structure on the perpetual easement.

Section 6. Agreement to Run with the Property. This Agreement shall be recorded against the Property in the records of the Pierce County Auditor. The promises, rights and duties contained herein shall run with the Property described in Exhibit A and shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, assigns, heirs, beneficiaries and devisees.

Section 7. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Washington. Venue for any litigation arising out of this Agreement shall be in the Pierce County Superior Court or the U.S. District Court of Washington.

Section 8. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by Washington law.

Section 9. Attorneys' Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expert witness fees.

Section 10. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire understanding and agreement of the parties. There are no other agreements, verbal or otherwise, which modify or affect this Agreement. Any subsequent modification or amendment shall be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

OWNERS

The City of Gig Harbor

By: \_\_\_\_\_  
\_\_\_\_\_

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



Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

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

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

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

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

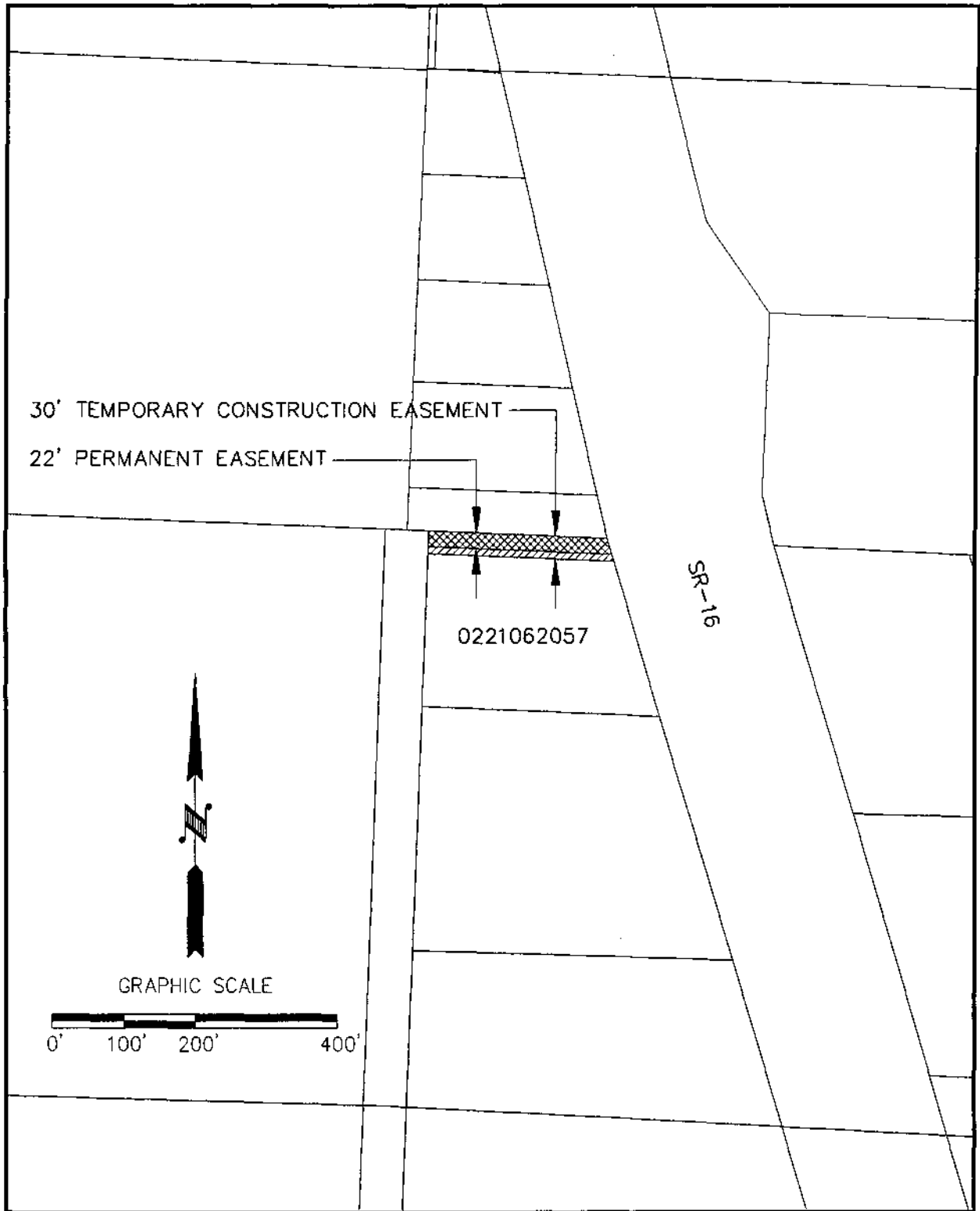
EXHIBIT A  
PARCEL NO. 0221062057

LEGAL DESCRIPTION

The North 250 feet of the Northwest of Northwest lying Westerly of the Westerly line of primary State Highway 14, except the West 30 feet thereof segment G7313HW (DC1778 JG7/10/90AT).

END OF EXHIBIT A

**EXHIBIT B**  
**CRAIG WEBSTER WATER MAIN EASEMENT**





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: CAROL A. MORRIS, CITY ATTORNEY**  
**SUBJECT: CONDEMNATION ATTORNEY CONTRACT**  
**DATE: MARCH 8, 2000**

**INTRODUCTION/BACKGROUND**

On February 28, Council approved a motion which allowed the City Attorney to negotiate a contract with Condemnation Attorney, Mr. John Hurley to conduct legal action to enable the City to gain clear title to the proposed Pump Station 3 site.

**FISCAL CONSIDERATIONS**

Sufficient funds are available for this work.

**RECOMMENDATION**

Staff requests that the Council ratify the contract negotiated with Mr. Hurley.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and John Hurley, P.S., attorney at law, 9629 Johnson Point Loop Road N.E., Olympia, WA 98516, (hereinafter referred to as the "Attorney").

### WITNESSETH:

WHEREAS, the City requires the services of the Attorney to assist the City with negotiations and condemnation of property and/or other interests in property for the construction of Pump Station 3, as described in the City Public Works Memo to the City Council dated February 23, 2000; and

WHEREAS, the Attorney represents that he has the requisite expertise, training and skill necessary to perform the above-described professional services;

NOW, THEREFORE, the parties agree as follows:

### TERMS:

**Section 1. Scope of Services.** The Attorney shall perform such professional services and accomplish such tasks, as are identified by the City as the Attorney's responsibilities throughout this Agreement, and as more particularly described in Exhibit A (which is attached hereto and incorporated herein by this reference).

**Section 2. Term of Agreement.** The term of this Agreement shall begin upon execution of this Agreement by the duly authorized representatives of the parties, and shall terminate when the tasks described in Exhibit A are complete, unless the City earlier terminates this Agreement as provided in Section 8 herein.

### Section 3. Compensation and Method of Payment.

A. The City shall pay the Attorney for those professional services as described in Exhibit A, after they have been performed. Payment by the City for the professional services shall be made after the Attorney submits a bill or invoice describing the services performed, the time spent on each service and the date of such service. The City's payment will be due within 45 days after receipt of each bill or invoice.

B. The City shall pay the Attorney an hourly rate of One Hundred Fifty Dollars (\$150.00) per hour for professional services rendered. In addition, the City shall pay the Attorney for out-of-pocket costs such as mileage at .315 cents per mile; photocopying, faxing, postage or long distance telephone costs incurred in the performance of the services described herein.

**Section 4. Records and Files.** The Attorney shall keep one complete file of all correspondence, plans, maps, pleadings or other documents relating to the work described in Exhibit A. In addition, the Attorney shall send a copy of all correspondence, pleadings and other documents to the City Administrator and to the City Attorney at the addresses set forth below. The Attorney agrees that the City shall have access to the Attorneys' files at all reasonable times for inspection, review or audit by the City.

The Attorney shall keep all records related to this Agreement for a period of three years after the termination of the condemnation action, and shall return all of the City's original records to the City. Upon request, the Attorney will provide the City with reproducible copies of the Attorneys' records. The copies will be provided without cost if required to substantiate any billing of the Attorney, but the Attorney may bill for photocopying records for other purposes.

**Section 5. Assignment/Subcontracting.** The Attorney shall not assign any portion of this Agreement without written consent of the City, and it is further agreed that such consent must be sought in writing by the Attorney at least 60 days prior to the date of any proposed assignment. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the City under this Agreement must have written advance approval by the duly authorized representative of the City.

**Section 6. Expert Witnesses.** The Attorney shall advise all expert witnesses for the City about the attorney work product and attorney-client privileges. Nothing in this section shall prevent the use of such experts in negotiations conducted by the Attorney for the purpose of mediation, settlement or otherwise avoiding litigation.

**Section 7. Attorney/Client Relationship.** The parties intend that an Attorney/Client relationship will be created by this Agreement. The Attorney is an independent contractor, and no employee, agent or representative of the Attorney shall be deemed to be an employee, agent or representative of the City for any purpose, and the Attorney and his employees are not entitled to any benefit the City provides to its employees. The Attorney will be solely responsible for his acts and the acts of his employees, agents or representatives during the performance of this Agreement.

**Section 8. Termination.** The City may terminate this Agreement for any reason, by providing the Attorney with at least 30 days advance written notice. The Attorney may withdraw from representation of the City as provided by law, the Rules of Professional Responsibility, or any other applicable Court Rule.

Any written notice of termination of the Agreement shall be given by the terminating party to the other party at the address specified below. In the event of termination, the City shall pay for all services satisfactorily performed by the Attorney prior to the effective date of the termination, as described in the Attorney's final bill to the City. No payment shall be made for any work completed after the termination date. Upon termination, the City shall take possession of all records and documents in the Attorneys' possession pertaining to or arising out of this Agreement.



**Section 9. Taxes.** The Attorney will be solely responsible for payment of any and all applicable taxes related to the services rendered under this Agreement, and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Attorney.

**Section 10. Insurance.** The Attorney agrees to maintain his own malpractice insurance during the term of this Agreement, without cost to the City.

**Section 11. Indemnity.** The Attorneys' indemnification by the City is covered by chapter 2.19 of the Gig Harbor Municipal Code.

**Section 12. Nonexclusive Contract.** This is a non-exclusive contract. The City reserves the right to appoint additional Attorneys and to contract for additional professional services in the future. Both parties reserve the right to renegotiate any and all provisions of this Agreement for future contract terms.

**Section 13. Resolution of Disputes.** Any disputes, misunderstandings or conflicts, except for those relating to chapter 2.19 GHMC, shall first be referred to the Mayor, and the Mayor shall determine the dispute. In any litigation arising out of enforcement of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and expert witness fees from the other party.

**Section 14. Waiver.** The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of said Agreement or provision, and the same shall remain in full force and effect.

**Section 15. Severability.** In the event that a court of competent jurisdiction determines that any phrase, term, section or provision of this Agreement is invalid for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

**Section 16. Notice.** Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

**City of Gig Harbor**

Administrator, Mark Hoppen  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335  
  
(206) 253-8136

**City Attorney**

Carol A. Morris  
Law Office of Carol  
A. Morris, P.C.  
321 Bromley Place N.W.  
Bainbridge Isle, WA 98110  
(206) 780-3502  
F (206) 780-3507

**Attorney**

John Hurley  
Attorney at law  
9629 Johnson Point  
Loop Rd. N.E.  
Olympia, WA 98516  
(360) 491-3316  
F (360) 491-1774

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**City of Gig Harbor**

**Attorney**

By: \_\_\_\_\_  
Mayor Gretchen Wilbert

By: \_\_\_\_\_  
John T. Hurley

APPROVED FOR FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: PURCHASE AUTHORIZATION - CRACKSEAL MELTER**  
**APPLICATOR**  
**DATE: MARCH 8, 2000**

*DRS*

#### **INTRODUCTION/BACKGROUND**

A budget item for 2000 was the purchase of a crackseal melter applicator unit. Contract documents and specifications were developed in accordance with RCW 35.23.352 and the unit was advertised February 23, 2000. On March 8, 2000 at 10:00 A.M. the bid was closed, with one vendor responding.

The price quotation is summarized below:

<u>Respondent</u>	<u>Total</u>
Albina Asphalt	\$ 29,700.00 (Including Sales Tax and Shipping)

The price quotation received was from Albina Asphalt, in the amount of \$29,700.00, including state sales tax and shipping.

#### **ISSUES/FISCAL IMPACT**

Budgeted funds are available for purchase of the crackseal applicator.

#### **RECOMMENDATION**

Staff recommends that Council authorize purchase of the crackseal melter applicator from Albina Asphalt for their price quotation proposal amount of twenty-nine thousand seven hundred dollars and no cents (\$29,700.00), including state sales tax and shipping.



LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20000531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 HAGEN & NELSEN ENTERPRISES, IN	MARITIME MART (CHEVRON) 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
3 GRANITE SERVICE, INC.	GIG HARBOR TEXACO 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
4 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	TAVERN - BEER/WINE OFF PREMISES

RECEIVED

MAR 10 2000

CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on MAY 31, 2000. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and MAY 31, 2000, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor  
License Division  
Enclosures

MAYOR OF GIG HARBOR  
3105 JUDSON ST  
GIG HARBOR

WA 983350000



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: COURT CONSOLIDATION - UPDATE**  
**DATE: MARCH 8, 2000**

#### **INFORMATION/BACKGROUND**

Should the City Council desire to sign a contract for independent analysis of concerns related to forming a Municipal Division of the District Court and to dissolving the Municipal Court, Ms. Anne Pflug is available to develop a scope of work after April 1, 2000. Based on her previous experience, she estimates that the cost for her services will range from \$5000 - \$8000. Ms. Pflug, former Bothell City Manager and Evans School of Public Affairs staff member, is respected within the city community for her insight and analytical skills.

Also, attached is a summary of the impacts on city departments of a change in court structure.

Court consolidation is an issue that arose in the late 1980s, not many years after the District Court and Municipal Court became separate entities. In the early 1980s, the two courts operated out of city chambers and had done so for years. In the early '80s, however, the District Court moved to the small office building near the Narrows Bridge (now in decay), located immediately to the right of the bridge off the harbor-bound lane. Proximity was an issue for the City of Gig Harbor at this time, as were DWI costs, given the sentencing guidelines of the time. Interestingly, cost and proximity are apparently always the chief motivating factors for discussions about court structure. This issue has refused to go away over time - throughout two city administrations - because the District Court moved back to an in-city location during May of 1987 and because cost/benefit analysis reveals the obvious efficiencies of consolidating court function.

#### **POLICY CONSIDERATIONS**

The process for rejoining the two local courts on to one site, forming the proposed Municipal Division of the District Court, will take time to process - perhaps a year. This should allow adequate time for court staff to adjust to the anticipated change. Should some court employees find suitable employment before the court dissolves, the court would be temporarily staffed until the transition. There is reason to expect that career development issues might result in change to court personnel even with maintenance of the status quo. The discussion at hand would not be causative. This issue has been on and off the table since the late '80s.

#### **FISCAL CONSIDERATIONS**

Delaying this decision may affect the design timeline of the City of Gig Harbor Civic Center. Burr, Lawrence, Rising & Bates has been selected to develop the design of the facility. In order to facilitate the rigorous timeline for design, staff intends to present Council with the contract by

the end of the month. The cost of retaining the Municipal Court was previously articulated in the Rodenbach memo.

**RECOMMENDATION**

Staff recommends that Council reach a decision after a Public Hearing on the issue at the next City Council meeting.



## **EFFECTS ON CITY DEPARTMENTS** (CONTRIBUTED BY EACH DEPARTMENT)

### **PLANNING AND BUILDING DEPARTMENT**

The typical enforcement process used by Planning and Building is a civil penalty process which does not require action by the City of Gig Harbor Municipal Court.

The only code that is enforced by this department as a criminal misdemeanor is the enforcement of the Uniform Fire Code. If after repeated efforts to resolve a violation the defendant has not made the necessary correction(s) a citation is issued. This process requires the support of a prosecuting attorney. The District Court would provide a prosecuting attorney for the enforcement of violations of the Uniform Fire Code that has been adopted by the State of Washington. When Planning and Building is required to issue a citation for a violation to Sections of the Uniform Fire Code that are amendments to the code that have been adopted by the City of Gig Harbor, a special prosecuting attorney would need to be employed by the City of Gig Harbor.

In respect to land use violations, if there is a need for criminal prosecution, the complaint or lawsuit is filed in Pierce County Superior Court.

Since the revision of the Gig Harbor Municipal Code, completed last July, requiring the enforcement of the Uniform Fire Code as a criminal misdemeanor, this department has issued two citations (one in September and one in December of 1999). Neither violation related to an amendment to the Uniform Fire Code and, therefore, could be prosecuted by a Pierce County Prosecutor. Only one land use violation has gone to municipal court and that was under a code recitation that has since been amended.

### **POLICE DEPARTMENT**

Forming a Municipal Division has few impacts to the Police Department, short of the county court just refusing to provide service or prosecute.

**Prosecution of specific city ordinances.** The county prosecutor cannot prosecute any city ordinances. A cure is to appoint any county Deputy Prosecuting Attorney as a city prosecutor by contract. That would be one way of resolving the concern.

**Transport/detention.** The department currently transports in-custody persons for court; this procedure would not change with consolidation. Of minor concern is the fact that we would need to take in-custodies to the District Court and hold them there until they are done. Currently, the officer can leave in-custody persons in a holding cell and still be available, since we have others in the station to watch them. I think this would be an inconvenience and would cost us a few man-hours per year. Not what I consider significant, but worth mentioning.

**Level of service.** The county might decide to give us bad/limited/insufficient service. They may decide to not prosecute our cases when they get busy. While this is a possibility, this is not likely to occur. We could have conflicts where we wanted a case to go forward and the prosecutor thought it was legally insufficient to proceed. In our current situation, when Gary Johnson brings

this type of issue to me I can still override him, pay the cost and go forward with the case. I'm not sure we could do that with the county. I'm also not sure that the city would want to take my legal opinion over an attorney regarding pursuing a case anyway. Of course, under Municipal Division as proposed, the city could hire its own prosecutor, if it was ever necessary.

**Security.** It appears that within a few years the court will need to provide security on a regular basis. This is handled in a variety of ways by a variety of courts. Some hire "blue jackets" - private security firms to man the entries and magnetometers. Others hire off duty officers from their jurisdiction. This obviously would add to the overtime budget for the Police Department. While it may be popular with the troops, it needs to be considered. Court security provision is a matter of when, not if.

### **PUBLIC WORKS**

Throughout the GHMC there are various penalties associated with violations within the public right-of-way as well as a future ordinance for Stormwater that will impose a civil penalty of \$50 dollars per day. Each of the violations, which are defined as Civil, will have no effect on the department as a result of the court consolidation; however, a second violation of the same code would then be considered a criminal penalty and would be required to go before the District Court. If the City enters into an agreement with Piece County, it is my understanding that the County will not prosecute cases that are not state law. This will require the City to hire a prosecutor for these cases. It should be pointed out that to City Attorney Carol Morris' recollection (seven years with Gig Harbor) no criminal cases of this nature have been in the Municipal Court.

It should be noted that the GHMC has many different types of penalties for various code infractions. If the court is consolidated with Piece County, then the city's existing code must be reviewed and revised to reflect a uniform penalty system which specifies all violations as civil penalties with repeat offenses as criminal. This will assure that the majority of such infractions, however, infrequent, are handled through the City Attorney and not the Pierce County District Court system.

### **FINANCE**

The only impact of consolidation would be a slight reduction in Finance Department workload because the Finance Department currently reconciles the monthly bail account bank statement and reviews the Municipal Court's monthly cash receipting reports.

### **CITY CLERK**

The only fines imposed by the City Clerk are for delinquent business licenses. A resolution allowing such to be turned over to collections has adequately addressed this issue. From an office management point of view, court consolidation would free up the Council Chambers for meeting space, minimize the disruption caused by angry clients, minimize bathroom defacement, and reduce the number unsupervised children on court days.



*City of Gig Harbor. The "Maritime City"*

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

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** RAY GILMORE, DIRECTOR, PLANNING AND BUILDING  
**SUBJECT:** INTRODUCTION OF ORDINANCES FOR FIRST READING  
(PLANNING COMMISSION RECOMMENDATIONS); PUBLIC  
HEARING  
**DATE:** MARCH 8, 2000

### **BACKGROUND/INTRODUCTION**

Attached for Council's consideration are five proposed ordinances amending Title 17 of the Gig Harbor Municipal Code. The ordinances were developed by the Planning Commission over a series of public meetings in 1999. The Planning Commission completed its work on these drafts in September of 1999. The proposed ordinances consist of the following:

- Ordinance A            Vertical zoning (retail clustering in portions of the DB and WC districts)
- Ordinance B            New/revised definitions, Chapter 17.04 (some related to vertical zoning)
- Ordinance C            New C-2 (Commercial) District, Chapter 17.41
- Ordinance D            Map Rezone – New C-2 district
- Ordinance E            Amendments to the C-1 (Commercial) district

### **POLICY ISSUES**

The proposed amendments would change use and performance standards in the respective sections of Title 17 of the Gig Harbor Municipal Code. The Planning Commission Chairman, Paul Kadzik, has submitted a detailed report on the proposed changes, which is attached to this memo.

### **FISCAL IMPACT**

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

### **RECOMMENDATION**

This is the first reading of the ordinance and a public hearing. No action may be taken at this time and public testimony will be considered. If Council so directs, changes to the proposed ordinances may be considered for review at the next available Council meeting.



City of Gig Harbor. The "Maritime City"

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

TO: Mayor Wilbert and City Council  
FROM: Paul L. Kadzik, Chairman, Planning Commission  
SUBJ: Proposed changes to GHMC Chapter 17 Zoning  
DATE: February 21, 2000

Dear Mayor and Council;

As you are well aware, the Planning Commission has been working on a number of issues dealing with Title 17 GHMC (zoning). We have held two public hearings and numerous work sessions concerning these issues and are recommending changes in many areas of the code. At this time we are forwarding five ordinances for your consideration. Some of changes that we are recommending are housekeeping items, however there are two items that have significant implications for the future of Gig Harbor and as such have drawn some controversy. We feel it would be helpful to you in your deliberations to have some background and history on the recommendations which we have, not easily, arrived at concerning those two items.

### **RETAIL CLUSTERING (Ordinance A)**

Our recommendations on Retail Clustering (vertical zoning) are contained in **Ordinance A**. They came about as a response to concerns that the Downtown Retail Merchant and Restaurant Association have over the possibility that Gig Harbor's retail core is in jeopardy. Their position is that the city should proactively take measures to preserve that core rather than try to resurrect it after it is gone. Cities such as Tacoma, Bremerton and numerous others bear witness to the difficulty and economic cost of that task. A proposed remedy to this concern is **Retail Clustering** whereby retail and similar pedestrian/tourist oriented uses are encouraged at the street level/street face and other non-pedestrian "destination oriented" uses are encouraged at locations other than the street level/street face.

#### **Allowed uses**

In the context of this discussion retail clustering is somewhat of a misnomer. As it pertains to the proposal, retail clustering includes *all the previously permitted uses* in the effected areas *except* three. Allowed (permitted or conditional) uses would be:

**Retail sales,  
Banks and Depository  
institutions,  
Restaurants,  
Guest accom-  
modations, Residences,  
Daycare,**

**Commercial recreation**

(eg. bowling alleys,  
theaters),

**Community Centers,**

**Personal services**

(e.g. beauty and  
barber shops),

**Visitor centers,**

**Libraries,**

**And others.**

**Restricted uses**

Those uses that would **still be allowed** (permitted or conditional), but restricted as to location (not at the street level/street face) would be:

**Business offices** (e.g. medical, dental, legal, accounting, and reality services),

**Maintenance and repair services** (on-site service and repair of vehicles and equipment),

**Private clubs and lodges.**

**Arguments presented in favor of action**

The following were the main arguments that the planning commission considered in favor of the recommendations. During testimony it was stated that:

1. Maintaining a vibrant retail core is a desirable endeavor, and certain business uses encourage that vibrancy better than others.
2. In downtown Gig Harbor retail and related activities are highly dependent on tourists and other casual shoppers who stroll the district browsing, shopping and eating. In order to maintain this activity there needs to be a certain critical mass of retail and related activities clustered in the district. **Business which directly front on the street should therefore be of the type which encourage the casual stroller to continue to explore and patronize the district.** It was noted that stretches of non-pedestrian uses discourage the casual browser from this exploration and thus work against a vibrant retail core.
3. Retail and related types of business rely heavily on street face exposure and in the downtown area the availability of this type of leased space is limited. Non-pedestrian or "destination" type uses on the other hand do not rely as much on this exposure for the majority of their clientele.
4. Compared to other small cities, Gig Harbor has a relatively small downtown core. It would not take much change in the current mix of uses to change the over all feel from one that is primarily retail to one that is primarily office oriented. This argument has even more merit with the recent loss of a significant percentage of potential retail space to the Russell Foundation project.

### **Arguments presented against action**

The Planning commission also looked at arguments against the recommendation. During testimony it was stated that:

1. The problem is perceived rather than real;
2. The proposed solution is exclusionary, restrictive, and preferential and is considered spot zoning. As such it infringes upon individual property owners' rights to maximize the economic return of their property;
3. The market, not the city should determine the best use for a property;
4. Other avenues such as economic incentives should be employed to achieve the desired result;
5. Gig Harbor is a one-story town and therefore the proposal is unrealistic;
6. Additional arguments (received after testimony was closed) stated that zoning is inherently "a tool of last resort [and should be applied only when] an undesirable land use trend appears ... to be **irreversible**..." (Chamber of Commerce letter dated 11/17/99, emphasis added).

No doubt you will hear other arguments both for and against this proposal during your hearings.

### **Planning commission findings**

The planning commission considered all of the above and felt that it was indeed a desirable thing to preserve a vibrant retail core. Although we do not have any prescience as to the future of our downtown area, the experiences of other cities, both large and small, would seem to indicate that the possibility of losing that valuable asset was real. **If it occurred it would be insidious in nature and once gone difficult to restore.** We weighed the benefits to the city as a whole, as opposed to the disadvantage to individual property owners and businesses involved and felt that the proposal was a reasonable and reasoned proactive measure. Our decision was not made lightly and we feel it would be worthwhile to iterate some additional factors that were taken into consideration in making that decision:

1. The individual property owners were by no means unanimous in their position on this issue. We received both pro and con comments from those owners who did testify, but in fact we received very little testimony at all from owners of the affected parcels. Most of the con testimony we did receive was from property owners who either mistakenly thought their properties were included in the proposal, or whose properties were eventually dropped from the proposal;
2. *At the time* the Chamber of Commerce was neutral on this issue. They have since come out against the proposal (Chamber letter 11/17/99);
3. The proposal affects very few uses (see the three uses listed above);
4. Under the proposal existing non-conforming business uses **may continue indefinitely, and may indefinitely convert to other non-conforming uses** within certain easily met guidelines. The most significant effect on existing businesses would be limitations on expansion;

5. The major effect on property owners, and indeed the city, would be on in-fill and replacement development;
6. Even if the city had the resources to provide financial or other programs to encourage the desired result, it would be difficult to come up with significant incentives which would achieve those results. Additionally there are legal concerns over the appropriateness of such incentives;
7. **It is well within the city's prerogative to use zoning to achieve certain ends.** Except for the fact that this proposal has a "vertical" aspect to it, it is very little different than other "horizontal" zoning restrictions. A good example of this is the adjacent Waterfront Millville district where quite the opposite restrictions have been adopted. **Business offices are encouraged and retail and other related uses are discouraged.** This is an acknowledgement of the residential nature of the area and the **unwanted** vibrancy that retail uses would bring to that setting.
8. Although one-story buildings currently characterize Gig Harbor's downtown, the slope of the terrain combined with current height allowances would allow for two-stories on in-fill and replacement construction on most of the affected parcels. The major long-term effect of this proposal may be not only a viable downtown, but also a very different street face.
9. For better or worse we are already experiencing a renewed investment interest in downtown Gig Harbor which needs to be acknowledged and, to the best of our abilities, managed.

It is important to note that this proposal did not originate with the Planning Commission, but rather was a response to a legitimate concern which was brought to our attention. We took into serious consideration all of the above testimony and significantly altered the original proposal, both in depth and breath. Two items noted above deserve repeating. The first is the fact that, with the proposed Russell Foundation project, we are already seeing a change in the nature of downtown. The second is taken from the Chamber of Commerce's letter of 11/17/99. We do not wish to wait, as other cities have done, until there is "**an emergency situation...that appears to be irreversible**". We see this proposal not as a tool of "**last resort**" but as a valuable one of first resort to positively effect change as opposed to having change affect us.

Please see addendum that outlines other cities' efforts to accomplish a similar goal.

#### **MODIFICATION OF DEFINITIONS (Ordinance B)**

Ordinance B contains modifications to existing definitions and the addition of new definitions necessitated by Ordinance A. Notable are the new definitions for: **Business Office** which includes most types of non-retail uses (e.g. accounting, legal, reality, and healthcare); **Maintenance and Repair Services**; **Personal Service** which includes beauty and barber services and; **Retail Floor Level** which defines where Ordinance A will be in effect.

## **MODIFICATION OF EXISTING C-1 ZONING DISTRICTS ADOPTION OF NEW C-2 DISTRICT (Ordinance C, D and E)**

The proposals to modify the existing C-1 zoning districts and create a new C-2 district are contained in Ordinances C, D and E. Almost all of the public comment received on these proposals was from the one landowner most affected. It is the Planning Commission's opinion that these ordinances are very significant to the overall welfare of the city.

### **The need for rethinking current C-1 zoning areas**

There are currently three areas in the city zoned C-1. They are:

1. The area known as Borgan's Corner;
2. The area fronting on the east side of Highway 16, known as Stroh's and;
3. The area fronting on the west side of Highway 16 which includes the automobile dealerships, The Inn at Gig Harbor and the commercial area behind the Inn.

At the present time the C-1 designation is our most intense use and would allow for outdoor sales of any type to include automobiles, trucks, motor homes, mobile and manufactured homes, used busses, construction cranes and other heavy equipment, stacked canopies for pickup trucks, boats, and other visually intense uses. **In short any of the three C-1 districts within the city have the potential to become what Interstate-5 has become between the Tacoma Dome and Milton.** This has been a concern of the Planning Commission for some time, but especially so since the up-zone of the Stroh's area from B-2 to C-1 in May of 1998.

### **Background – West Side Annexation**

The background on that particular rezone is of some interest. When, in March of 1997, the city annexed the West Side Business District, the Stroh's had property on both sides of Highway 16. Neither property was within the city limits and both were included as part of the annexation agreement. Also, as part of that agreement the Stroh's property on the east side of the highway was zoned B-2 while the property on the west side was zoned RB-2. Both parcels previously had a Pierce County designation of Community Center (roughly equivalent to Gig Harbor's current C-1).

### **West Side Sub-Area Planning Committee**

In early 1998 a West Side Sub-Area Planning Committee was appointed by the Mayor to discuss issues associated with the newly annexed properties, including zoning needs; and to make recommendations to the Planning Commission. One of their recommendations was to up-zone three properties to a C-1 designation. Two of those properties fronted on opposite sides of Highway 16 and were owned by the Stroh family. We held public hearings on all the proposals and accepted most of the recommendations including an up-zone of the area behind The Inn at Gig Harbor from RB-2 to C-1. We felt, however that the C-1 designation was too intense for the Highway 16 frontage and did not accept that portion of the recommendation.



### **Highway 16 Corridor**

On numerous occasions during testimony for issues as varied as signage, the Urban Growth Boundary, and the Comprehensive Plan we have heard the same plea from both the citizens of Gig Harbor and the county. *Preserve the Highway 16 view corridor!* If trees get removed along that corridor, both we and the city planning department (and I suspect the City Council also) hear about it. It seems to be one issue upon which few disagree.

### **Up-Zone**

In light of this the Planning Commission recommended up-zoning the Stroh's property on the west side of Highway 16 from RB-2 to B-2. We recommended leaving the east side property at its B-2 designation. This would have grandfathered the Stroh's store, allowing it to continue to do business as always, but would prevent more intense future uses. The Stroh's did not protest the west side designation, but did appeal to the City Council to put aside the Planning Commission's recommendation and up-zone the parcel on the east side of Highway 16 (the current Stroh's store) to a C-1 designation. Their argument was that most of the current uses of the property fit under the C-1 designation and they did not wish to be a legal but non-conforming use. The Council agreed with this argument and allowed the up-zone. The Planning Commission is therefore recommending an alternate solution to the potential for an undesirable increase in the nature and intensity of the retail aspect, and a degradation of the visual aspect of both the Highway 16 and the Borgan's Corner areas.

### **Proposed solution - new zone designation**

We feel that a good portion of the problem arises from the fact that there is too great a jump in allowed uses between our two most intense zoning designations (B-2 to C-1). We are therefore proposing a new zoning designation to allow for a more gradual transition between zones. Our recommendation is to have two commercial designations (C-1 and C-2) similar to the designations in other zoning categories (R-1 to R-2 to R-3; RB-1 to RB-2; B-1 to B-2; WR to WM to WC). *The new C-2 would replace the old C-1.* It would contain the most intense uses allowed in the city and would retain *all* the permitted and conditional uses now contained in the old C-1. The revised C-1 would contain most of the previously allowed uses with the notable exception of the sale of "motor vehicles, boats, recreation vehicles, and manufactured or prefabricated houses". It does allow for commercial greenhouses and outdoor display of nursery grown items and building material sales. It does also place some limits on the outdoor display of all merchandise except nursery stock.

### **Application of new zones**

Our proposal would retain the most intense designation (C-2) for the area that currently includes the existing automobile dealerships as outlined above. We recognize that this does place a C-2 district on Highway 16, but it acknowledges the reality of the current usage. We are proposing placing the two areas known respectively as Borgan's Corner and Stroh's in the revised C-1 designation, also acknowledging the reality of current usage. The Planning Commission considers both areas to be visually sensitive and feels

that the more intense C-2 designation is inappropriate for these parcels. Additionally both areas have very similar current uses, especially in regards to the retail sales of nursery stock and landscape items. These uses require outdoor displays, but of a less intense nature than motor vehicle and related sales. We feel both areas will well fit the revised C-1 without engendering a significant number of non-conforming uses, or without placing undue hardship on the current owners.

### **A PROACTIVE FUTURE**

All too frequently in the past the Planning Commission and the City Council have found themselves in the position of reacting to the unintended and unforeseen consequences which result from the inherent limitations of the GHMC. In many cases the reaction is akin to closing the proverbial barn door after the horse is long gone. We feel that trying to anticipate the future and thereby providing the Council with the tools to effect that future in a positive way is the main reason that the Planning Commission exists. Our intentions are to continue to provide that service to the Mayor, the Council, and the City. We therefore respectfully submit our recommendations on the two above issues for your considered deliberations. The issues are, in our opinion, vital.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul L. Kadzik", with a long horizontal flourish extending to the right.

Paul L. Kadzik, DDS  
Chairman  
City of Gig Harbor Planning Commission

Addendum

## ADDENDUM

The following excerpts are from the Municipal Codes of other cities are offered to show how others have dealt with this issue. Bold emphasis is added. It was not possible to discern how the individual codes are actually applied, or how large an area they encompass, only the apparent philosophy of the codes themselves.

### City of Mount Vernon, Washington

Municipal Code, Title 1 Zoning:

Chapter 17.45 C-1 Central Business District

17.45.020 Application by subdistrict

Two subdistricts are established in the C-1 district:

- A. C-1a. **Emphasizes pedestrian-oriented retail shopping on the ground floor.** The area should include a high level of pedestrian amenities, including continuous storefronts with awnings, improved pedestrian sidewalks and crosswalks, and benches and street trees;
- B. C-1b. Provides for those downtown support services such as banks, offices, motels, gas stations and print shops which are not as pedestrian oriented but are essential to the life of the downtown businesses.

### City of Bainbridge Island, Washington

Municipal Code, Chapter 18 Zoning:

Section 18.04.010 Purpose.

A. Mixed use town center zone...

2. Erickson Avenue Overlay District.

The purpose of the Erickson Avenue Overlay District is to preserve the unique and historic features of the Erickson Avenue neighborhood...[r]etail development is permitted... [on the] ground floor...**office development... [is permitted] in the upper floors...**

### City of Walla Walla, Washington

Municipal Code, Title 20 Zoning:

Chapter 20.70 CC Central Commercial District

20.70.010 Purpose

The Central Commercial District is designed to accommodate a wide variety of commercial activity (**particularly those that are pedestrian oriented**) together with compatible residential life styles which will result in the most intensive and attractive use of the city's central business district

**City of Santa Monica, California**

Municipal Code, Chapter 9.04 Zoning:

Section 9.04.02.030 Definitions

Section 9.04.02.030-650 **Pedestrian-oriented use.**

A use which is intended to encourage walk-in customers and which generally does not limit the number of appointments...

Section 9.04.08.12 RVC Residential-Visitor Commercial District

9.04.08.12.10 Purpose

The RVC District is intended to protect the existing residential mix in the area while providing for the concentration and expansion of coastal-related, lodging, dining, recreation, and shopping needs of tourists and others in the oceanfront area...

9.04.08.12.020 Permitted uses.

(Contains numerous retail, entertainment, convention, lodging and restaurant uses)

9.04.08.12.040 Conditional uses.

(d) General offices uses, except within the ground floor street frontage ...

**City of Palo Alto, California**

Municipal Code Chapter 18 Zoning:

Section 18.47 Pedestrian Shopping Combining District (P) regulations

18.47.010 Special purposes.

The pedestrian shopping combining district is intended to modify the regulations of the CN neighborhood commercial district, the CC community commercial district and the CD commercial downtown district **in locations where it is deemed essential to foster the continuity of retail stores and display windows** and to avoid a monotonous pedestrian environment in order to establish and maintain an economically healthy retail district.

18.47.040 Use limitations and site development regulations.

(a) Pedestrian design features required. On any site...adjoining a designated pedestrian sidewalk or pedestrian way...the following design features intended to create pedestrian or shopper interest, to provide weather protection for pedestrians, and to preclude inappropriate or inharmonious building design...;

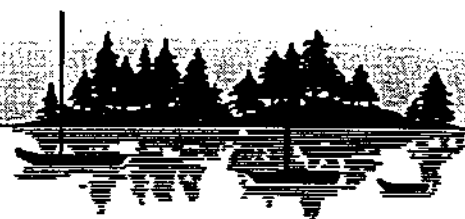
(1) Display windows, or retail display areas;

(2) Pedestrian arcades...;

(3) Landscaping or architectural design features intended to preclude blank walls or building faces...

GIG HARBOR ✓ PENINSULA AREA  
**CHAMBER OF COMMERCE**

3302 HARBORVIEW DR., STE 2 GIG HARBOR, WA 98332 PHONE (253) 851-6865 FAX (253) 851-6881



November 17, 1999

The Honorable Gretchen Wilbert  
Mayor, City of Gig Harbor  
Cc: City Council and Planning Commission members  
3105 Judson  
Gig Harbor, Washington 98335

RECEIVED

NOV 18 1999

CITY OF GIG HARBOR

Dear Mayor Wilbert:

Over the past few months, the Chamber's Business Development committee has discussed the merits and potential impacts of the proposed vertical zoning ordinance. We would like to go on record at this time opposing the zoning change for the following reasons:

It is our understanding that the premise for considering such an ordinance in Gig Harbor is to "preserve" and or "protect" the viability of a particular downtown retail district (not all retail areas) and to disable or negate a potential trend for professional office type tenants to dominate space suitable for retail in this one specially defined district. Although the proposed boundaries for this selected district have changed several times, we understand current discussions include a portion of the downtown retail area generally from Rosedale Street to the Tides Tavern, and with frontage on Harborview Avenue.

We believe the proposed vertical zoning is "exclusionary," "restrictive" or "spot" zoning. In effect, certain buildings (or portions of buildings) in a narrowly defined portion of Gig Harbor's retail areas – which are now zoned for a variety of commercial uses – would be restricted to "retail only." Applying the basic concept of supply and demand to such an environment, one can conclude that if an owner has such a restriction on his building, and there is no real demand for retail space at that time, the owner will suffer either a vacancy situation or reduced rent.

The City should only consider a change of zoning as a "tool of last resort," when all other avenues have been exhausted. Or, perhaps, it could be applied in an emergency situation where there has been well-documented, community-wide recognition of an undesirable land use trend that appears to be irreversible, and the traditional forces of supply and demand for whatever reason do not appear to be working.

What occurs to us is that in the past 5 to 10 years, there appears to be an actual increase in the general retail business activity in the downtown area. If this is true, then no emergency exists that threatens the viability of downtown retail—and certainly not to the extent that zoning, as a tool of last resort, ought to be implemented.

We feel that there are several serious negative features to utilizing zoning as a tool to address a perhaps "perceptual problem" of a threatened retail viability in the downtown area. These would include, but not be limited to:

1. The issue of "preferential" treatment of one segment of the local economy (retail) through zoning—and the dangerous precedent it would set if the City sponsors and initiates a zone change which favored a certain class of commercial uses and penalizes others.
2. The issue of "spot" zoning, or selective zoning, based on short term and immediate land use special zoning for a narrowly defined specific area—as opposed to long-term comprehensive zoning.
3. The issue of creating adverse factions within the city (retail tenants vs. professional office tenants, landlords vs. tenants etc.)

4. The issue of creating real financial hardships on landlords by limiting the uses to which their buildings may be used. This can affect appraised values, banking arrangements, and create undue vacancies.
5. Any of a variety of legal issues arising from the previous concerns.

On the other hand, we also feel there are several positive ways to effectively address this situation without a zoning change, which would include but not be limited to the formation of a partnership between the City, landlords and retail tenants, the Chamber of Commerce, and other interested parties to focus on "incentives" to enhance the downtown retail areas, such as:

1. Tax incentives
2. Signage incentives
3. Voluntary "covenants" which consenting landlords can place on their own property without city or zoning mandates.
4. Promotions
5. Economic Development
6. Permit incentives
7. Parking
8. Creative sidewalk/landscape/utility arrangements

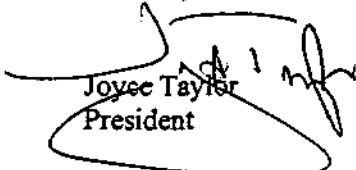
The successful implementation of a broad-based partnership effort as outlined above will, in our opinion, dilute and/or eliminate the negative consequences of a zone change, while doing a better job of accomplishing the overall goal of long term downtown retail enhancement. One of the first priorities could be a simple research effort to examine what other cities/communities have done successfully to enhance the retail climate within their jurisdictions.

We also have concluded that the proposed vertical zoning proposal would be difficult and costly to administer. For example, selecting the building/properties which are "in the new zone" requires discretion—as well as which portions of which buildings, for what period of time, and trying to track when a tenant moves out and for how long, and when the new zoning would apply—are all administrative nightmares.

And, virtually all of the contentious legal issues that would logically arise through a "preferential" zoning program would also be eliminated. We would look forward to active participation on such a partnership effort.

We are available for questions and discussions. Please feel free to contact me or the Chamber's Vice President of Business Development, Dave Morris, at 851-4511.

Sincerely,

  
Joyce Taylor  
President

File

A

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

AN ORDINANCE OF THE CITY OF GIG HARBOR CITY COUNCIL, GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REVISING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE IN ORDER TO ASSURE CONSISTENCY BETWEEN TITLE 17 AND THE CITY OF GIG HARBOR DESIGN MANUAL; ASSURING THE POTENTIAL FOR RETAIL CLUSTERING IN THE DB (DOWNTOWN BUSINESS) ZONE AND IN THE WC (WATERFRONT COMMERCIAL) ZONE BY LIMITING THE TYPES OF USES ALLOWED AT THE STREET LEVEL; PROVIDING A NEW DEFINITION TO DEFINE A RETAIL LEVEL APPLICABLE TO THE DB AND WC DISTRICTS; CLARIFYING REQUIREMENTS FOR PUBLIC PATHWAYS TO THE WATERFRONT FROM THE FRONTAGE STREET IN WATERFRONT ZONES; AND AMENDING SECTIONS 17.31.010, 17.31.020, 17.31.030, 17.31.060, 17.31.080, 17.31.110, 17.50.010, 17.50.020, 17.50.030, 17.50.040, 17.50.060, 17.50.070, and 17.50.090 OF THE GIG HARBOR MUNICIPAL CODE.

---

**WHEREAS**, the City of Gig Harbor adopted a Design Manual in August of 1996 to implement the goals and policies of the City's comprehensive plan and:

**WHEREAS**, the Design Manual in many instances includes either more restrictive or more liberal performance standards than the standards found in the Chapter 17 of the Gig Harbor Municipal Code.

**WHEREAS**, section 17.98.020 states that where there are conflicts between the performance standards of the zoning code, and the standards in the design manual, the standards of the design manual shall prevail.

**WHEREAS**, conflicts between the zoning code and design manual make interpretation of City standards difficult; and,

**WHEREAS**, the downtown business, waterfront commercial and general business zones are located in areas defined as commercial/business in the City,s comprehensive plan; and,

**WHEREAS**, page 9 of the Comprehensive plan states that the commercial/business provides *primarily retail* and wholesale facilities, including service and sales. [emphasis added]. Business and Professional offices are also anticipated in the commercial/business areas; and,

**WHEREAS**, Gig Harbor's current zoning map identifies numerous areas which are zone RB-1 and RB-2, which are zoned *primarily* for professional offices; and,

**WHEREAS**, there is 3 % more land zoned RB-1 and RB-2 than land zoned DB, WC or B-2

A

combined, indicating that there is ample opportunity in the City for business and professional offices; and,

**WHEREAS**, sufficient land is also zoned for business and professional office in the Gig Harbor North Planned Community Business Park, which zone specifically permits professional offices and corporate headquarters and where retail uses are specifically *not* encouraged (see intent statement of PCD-BP); and,

**WHEREAS**, the City of Gig Harbor Comprehensive Plan has the stated goal on page 28 to retain the vitality of historic business districts; and,

**WHEREAS**, the Planning Commission has considered the input and expressed concerns of downtown merchants in Gig Harbor and has observed conditions of Gig Harbor's Downtown and the conditions of other downtowns including Seattle and Bremerton and finds as follows:

1. The vitality of Gig Harbor's downtown is characterized and strengthened by retail and restaurant type activities which cater to residents and tourists alike.
2. The ability to cluster retail is an important aspect of successful retailing.
3. Retailing is most successful at the street level,
4. The most critical areas for retail clustering in the downtown/waterfront areas, based upon access, visibility and orientation to the waterfront, include the Waterfront Commercial zone from Soundview Drive to Rosedale Street, that portion of Soundview Drive in the Downtown Business zone from Judson Street to Harborview Drive , that portion of Pioneer Way from Judson Street to Harborview Drive, and the Downtown Business zone fronting Harborview Drive.
5. Retail clustering opportunities are threatened by conversion of buildings and properties along the above defined street frontages to offices and services which do not normally cater to tourists; and,

**WHEREAS**, the City of Gig Harbor Comprehensive plan includes the following goals on page 11:

1. Establish special zoning districts which may distinguish unique land use concerns.
2. Utilize special or extra land use planning techniques such as district overlays or design review guidelines to protect or enhance historical or cultural identities. Special districts may be established for a mixed-use waterfront, a pedestrian-oriented downtown district, a special old-town business district or an historical residential neighborhood in the Millville Area.



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3. Employ special planning development review procedures for the establishment of . . . mixed use developments, special waterfront projects or other proposals which would serve the overall community interests; and,

**WHEREAS**, the Planning Commission, having considered the Comprehensive Plan goals, finds as follows:

1. Retailing in the downtown/waterfront areas is an important element of Gig Harbor's historic district/waterfront culture and is an important means of sharing the historic district/waterfront culture with residents and tourist alike.
2. Retail shops are the kinds of uses that attract tourists and entice pedestrian shoppers. Sufficient retailing opportunities are therefore important for maintaining a pedestrian-oriented downtown.
3. Preserving ground level floor space in specified sections of the historic downtown/waterfront districts will preserve retailing as a viable and important activity in these zones, consistent with the goals and policies of the City's comprehensive plan.
4. Retailing is clearly a unique land use concern in the downtown/waterfront areas. This concern is heightened by the potential loss of retailing in specified sections of the downtown/waterfront areas due to increased interest in these areas for uses that are not supportive of retail marketing.
5. Employment of special planning tools are appropriate to address these concerns and to serve the overall community interests.
6. An overlay is one type of planning tool that can define acceptable locations for retail in the areas of concern. Defining a retail floor level in the definition section of the zoning code and then referencing that definition when describing permitted uses in each zone is a convenient way of establishing or describing the overlay; and,

**WHEREAS**, two public hearings were held on May 20, 1999 and July 29, 1999 by the Planning Commission to receive input from the community on proposed amendments to Title 17 intended to address the above findings and concerns; and,

**WHEREAS**, on \_\_\_\_\_ at a regularly scheduled City Council meeting, the Gig Harbor City Council considered the ordinance; and,

**WHEREAS**, the City sent copies of the proposed amendments to Chapter 17 to DCTED as per WAC 365-195-620(1) and RCW 36.70A.106.

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

Section 1. Section 17.31.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.010 Intent.

A. The purpose of the DB district is to:

1. Provide for an area that offers a broad range of goods and services for the citizens of Gig Harbor;
2. Promote and enhance services and activities which cater to visitors to the city; and
3. Maintain the traditional scale and character of downtown Gig Harbor.

B. The standards for development in this chapter are intended to allow uses which are:

1. Are primarily conducted within enclosed buildings except for parking, dining areas, portable vendor carts and newsstands;
2. Protect views; and
3. Allow for commercial developments which do not adversely affect residences through excessive noise or bothersome activities. (Ord. 573 ' 2, 1990).
4. Preserve opportunities for retail clustering.

Section 2. Section 17.31.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.020 Permitted principal uses and structures.

The following principal uses and structures are permitted in a DB district:

- A. Retail sales;
- B. Banks and depository financial institutions;
- C. Restaurants;
- D. Guest accommodations;
- E. ~~Business and professional offices~~ Business offices, except on retail floor levels;
- F. Commercial recreation (theaters, bowling alleys, etc.);
- G. ~~Gasoline service stations~~;
- H. G. Personal services
- I. Art galleries;
- J. Maintenance & repair services, except on retail levels.
- K. Residential uses; and
- J. L. Uses and structures customarily accessory to the permitted uses. (Ord. 573 ' 2, 1990).
- M. Family day care.

Section 3. Section 17.31.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.030 Conditional uses.

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Subject to the requirements of Chapter 17.64 GHMC and standards and procedures for conditional uses set forth in this title, the following uses may be allowed:

- A. Hospitals and clinics;
- B. Retirement homes;
- C. Child Commercial Family day care centers;
- D. Public utilities and public service uses such as visitors centers, libraries, electrical substations, telephone exchanges and police, fire and water facilities;
- E. Recreational buildings and community centers;
- F. Schools, public and private, including playgrounds and athletic fields;
- G. ~~Wholesale sales and distributor establishments;~~
- H. G. Light manufacturing and assembling (non-industrial, craft-oriented only);
- I. ~~H. Taverns and lounges;~~
- J. I. Religious institutions;
- K. J. Private clubs and lodges, except on retail floor levels, and;
- L. ~~Residential uses; and~~
- M. K. Uses conducted outside buildings unless otherwise permitted by the City's Design Manual. (Ord. 573 ' 2, 1990).

Section 4. Section 17.31.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.060 Minimum building setback requirements.

In a DB district, there are no minimum requirements for front, side and rear building setbacks. Setback dimensions may be determined as part of the site plan review of Chapter 17.96 GHMC; provided, however, that where a DB district abuts a residential district, ~~a building setback shall be required as specified below, and the space so created shall be landscaped to screen the commercial uses from the abutting residential district. Such building setbacks shall be a minimum of 20 feet. (Ord. 573 ' 2, 1990).~~ the minimum yard shall be 20 feet with a dense vegetative screen located on the commercial property.

Section 5. Section 17.31.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.080 Maximum height of structures.

In the DB district, all buildings and structures shall ~~have a maximum height of 16 feet conform to the height standards specified in the Historic District section of the City's Design Manual.~~ (Ord. 710 ' 29, 1996; Ord. 573 ' 2, 1990).

Section 6. Section 17.31.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.110 Performance standards.

In a DB district, performance standards are as follows:

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A. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

B. Landscaping. Landscaping is required and shall be installed in conformance with the City's Design Manual, Chapter 17.78 GHMC by of this title and/or conditions of approval of discretionary applications required by this title, such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Outdoor Storage of Materials. The outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipe, drums, machinery or furniture, is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets. Outdoor storage is not allowed in any required yard, landscape or buffer area.

D. Outdoor Display of Merchandise. The outdoor display of merchandise is limited to the area immediately along the building frontage a maximum distance of 12 feet from the building. Outdoor displays of merchandise on public sidewalks or rights-of-way shall be regulated per Chapter 12.02 GHMC.

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

E. Outdoor lighting, fixtures and furnishings. Outdoor light fixtures, poles, racks, containers, planters and furnishings shall conform to all Design Manual standards. Within 100 feet of any residential zone or use, all ground-mounted floodlighting or light projection above the horizontal plane shall is prohibited, except as otherwise allowed for signage.

F. Trash Receptacles. Trash receptacles shall be screened from view unless in an approved sidewalk container of an approved design. Screening shall be complementary to building design and materials. (Ord. 710 ' 30, 1996; Ord. 573 ' 2, 1990).

Section 7. Section 17.50.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.010 Intent.

It is the intent of the waterfront commercial district to provide a wide range of uses and activities on the shorelines of Gig Harbor located within the area proximate to the downtown business district. Development should be water-oriented, and maintain the scale of existing structures and preserve opportunities for retail clustering. Highest priority will be accorded to those uses that are water-dependent. Other uses that provide a high degree of physical access to the waterfront have the next priority. Those activities that are not water-dependent but maintain or enhance views and the character of the area may also be permitted.

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Section 8. Section 17.50.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.020 Permitted uses.

The following uses are permitted in a waterfront commercial district:

- A. Marinas and boat launch facilities;
- B. Piers, docks, wharfs and associated buildings;
- C. Boat repair and sales facilities;
- ~~D. Marine-related sales and offices;~~
- ED. Delicatessens;
- DE. Personal services
- EF. Art galleries
- ~~F.G. Public park and access facilities;~~
- ~~G.H. Yacht clubs;~~
- ~~H.I. Wholesale and retail sales of fisheries products for human consumption;~~
- ~~I. J. Restaurants, taverns and lounges;~~
- J.K. Professional Business offices, except on retail floor levels;
- KL. Residential, up to a fourplex;
- LM. General retail sales.

Section 9. Section 17.50.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.030 Conditional uses.

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

- A. Guest accommodations;
- B. Public facilities;
- C. Parking lots for related shoreline uses;
- D. Processing of fisheries products for off-premises human consumption;
- E. Boat construction.
- F. Taverns and lounges

Section 10. Section 17.50.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-Family Dwelling	Attached up to 4 Units	Non-residential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'

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C.	Minimum front yard <sup>2</sup>	<u>20'0'</u>	<u>20'0'</u>	<u>20' 0'</u>
D.	Minimum side yard	8'	10'	10'

On a 50-foot wide lot, 20 feet of combined side yard setback is required and may be allotted as desired except that a minimum of 5 feet on any one side is required. For every additional foot of lot width beyond 50 feet, .25 feet of side yard setback is required.

E.	Minimum rear yard	25'	25'	25'
F.	Minimum yard abutting Tidelands	0'	0'	0'
G.	Maximum site impervious coverage	50%	55%	70%
H.	Maximum density	3.5 dwelling units per acre		

<sup>1</sup> An undersized lot shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

<sup>2</sup> In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.

I. 1. Maximum impervious lot coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner, and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with commercial uses, as follows:

Maximum Imp. Coverage	Number of Waterview/ <u>Waterfront</u> Access Opportunities
a. 50/55/70	0
b. +10%	1
c. +10%	2
d. +10%	3

2. Waterview/Harbor Access Waterview Opportunities include the following:

a. ~~Waterview opportunity, by means of A~~ public view corridors measuring 20 frontage feet along the street or 20 percent of the total waterfront frontage of the parcel, whichever is greater. View corridors shall be from public rights-of-way. Parking shall not be allowed in view corridors. Fences or railings shall not be allowed in view corridors except where required by the city building code. Shrubbery in view corridors shall not exceed a height of three feet and trees shall have no branches lower than 10 feet above the level of the frontage sidewalk. A waiver on tree branch height may be granted by the city council for a defined growth period.

b. ~~Waterview opportunity, by means of a~~ A five-foot-wide public pathway along the property perimeter down one side line of the property to mean higher high water or a bulkhead or to the

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waterside face of structure, whichever is further waterward, then across the waterside face of the property or structure and back to the street along the other side line.

c. ~~Water view opportunity, by means of a~~ A public viewing platform at the highest level of any structure on the property. Minimum area of the platform shall be 50 square feet. Railings around the platform may exceed the maximum height permitted for the structure. The platform shall be open to the public

3. Waterfront access opportunities include the following:

d. ~~a. Harbor access opportunity, by means of a~~ A public fishing pier extending out to the mean lower low water and connected by a minimum five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the fishing pier.

e. ~~b. Harbor access opportunity, by means of a~~ A public small boat landing available for transient use by rowboats, canoes, dinghies, etc., extending out to mean lower low water and connected by a five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the small boat landing.

f. ~~c. Harbor access opportunity, by means of a~~ A public transient moorage for up to two 30-foot boats and which must have a minimum water depth of eight feet and which must be easily accessible to visiting boats and connected by a five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the public transient moorage. and The moorage must be posted with signage which can be read at a distance of 100 feet. (Ord. 725 ' 5, 1996; Ord. 710 ' 56, 1996; Ord. 598 ' 3, 1991; Ord. 573 ' 2, 1990).

4. Waterfront access opportunities must be marked for public use with a sign at the frontage street. Water view access opportunities must also be marked for public use with a sign at the frontage street if the view is not visible from the frontage street.

Section 11. Section 17.50.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.060 Maximum height of structures.

In a waterfront commercial district, the maximum building height shall not exceed 16 feet or as otherwise allowed by the City's Design Manual. (Ord. 710 ' 58, 1996; Ord. 573 ' 2, 1990).

Section 12. Section 17.50.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.070 Parking and loading facilities.

In a waterfront commercial district, parking and loading facilities on private property shall be provided in accordance with the requirements of Chapter 17.72 GHMC and the City's Design Manual. (Ord. 573 ' 2, 1990).

Section 13. Section 17.50.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.090 Performance standards.

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In a waterfront commercial district, performance standards are as follows:

A. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC, the City's Design Manual and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Outdoor Storage of Materials. The outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipe, drums, machinery or furniture, is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets.

~~D. Outdoor Lighting. Within 100 feet of any residential zone or use, outdoor lighting and aerial-mounted floodlighting shall be shielded from above in such a manner that the bottom edge of the shield shall be below the light source. Said lighting shall be shielded so that the direct illumination shall be confined to the property boundaries of the light source. Ground-mounted floodlighting or light projection above the horizontal plane is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement. (Ord. 573 '2, 1990).~~

D. Outdoor lighting, fixtures and furnishings. Outdoor light fixtures, poles, racks, containers, planters and furnishings shall conform to all Design Manual standards. Within 100 feet of any residential zone or use, all ground-mounted floodlighting or light projection above the horizontal plane shall is prohibited except as otherwise allowed for signage.

Section 14. 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 15. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

\_\_\_\_\_  
MAYOR, Gretchen A. Wilbert

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, Molly Towslee



A

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 2/23/00  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

A

**SUMMARY OF ORDINANCE NO.**

of the City of Gig Harbor, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000\_\_\_\_, 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:

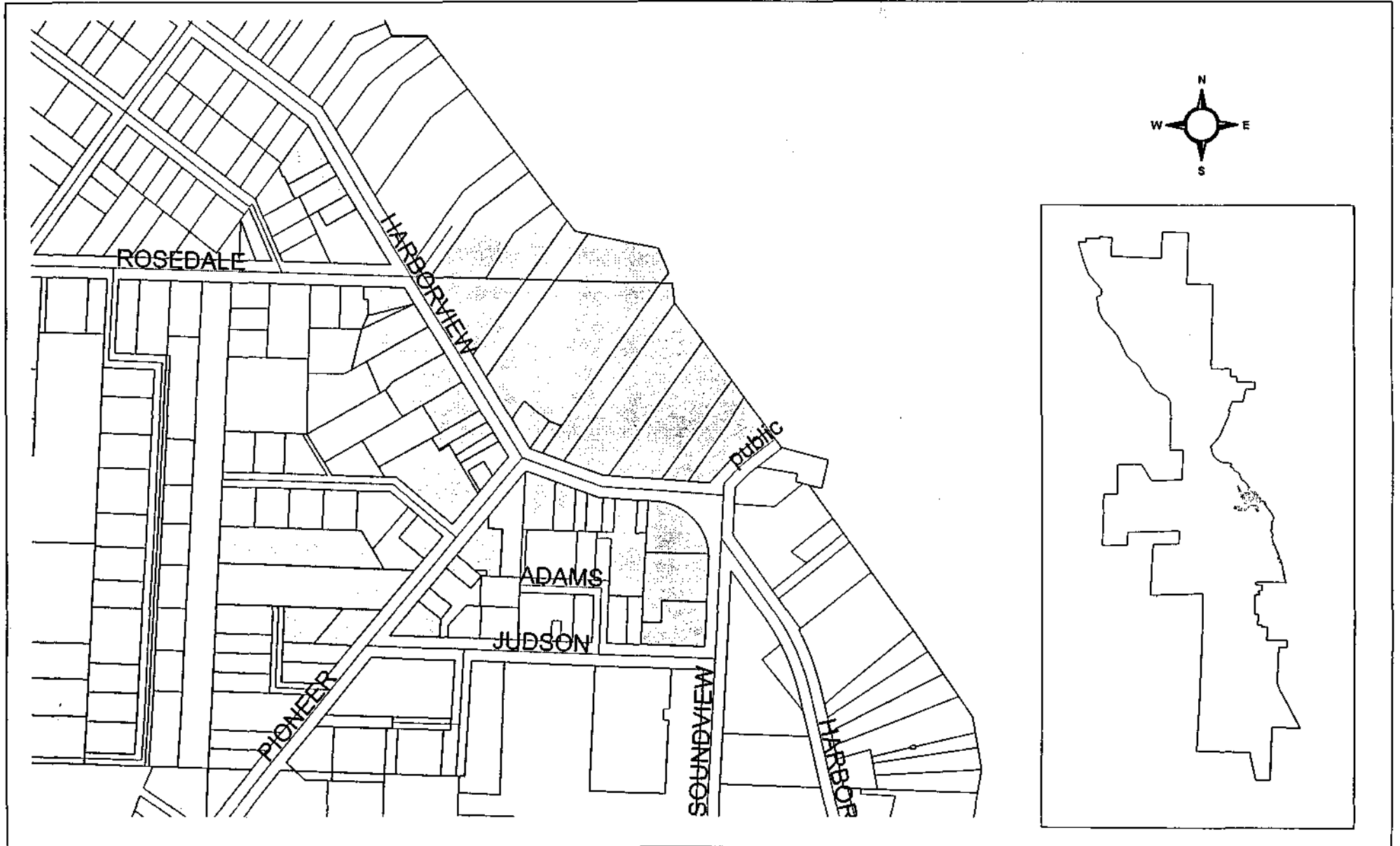
**AN ORDINANCE OF THE CITY OF GIG HARBOR CITY COUNCIL, GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REVISING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE IN ORDER TO ASSURE CONSISTENCY BETWEEN TITLE 17 AND THE CITY OF GIG HARBOR DESIGN MANUAL; ASSURING THE POTENTIAL FOR RETAIL CLUSTERING IN THE DB (DOWNTOWN BUSINESS) ZONE AND IN THE WC (WATERFRONT COMMERCIAL) ZONE BY LIMITING THE TYPES OF USES ALLOWED AT THE STREET LEVEL; PROVIDING A NEW DEFINITION TO DEFINE A RETAIL LEVEL APPLICABLE TO THE DB AND WC DISTRICTS; CLARIFYING REQUIREMENTS FOR PUBLIC PATHWAYS TO THE WATERFRONT FROM THE FRONTAGE STREET IN WATERFRONT ZONES; AND AMENDING SECTIONS 17.31.010, 17.31.020, 17.31.030, 17.31.060, 17.31.080, 17.31.110, 17.50.010, 17.50.020, 17.50.030, 17.50.040, 17.50.060, 17.50.070, and 17.50.090 OF THE GIG HARBOR MUNICIPAL CODE.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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

# City of Gig Harbor Planning Commission Retail Cluster Zones (proposed)



**B**

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, GIG HARBOR, WASHINGTON, RELATING TO ZONING AND LAND-USE AND AMENDING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING A NEW DEFINITION TO DEFINE A RETAIL LEVEL APPLICABLE TO THE DB ZONING DISTRICTS; DELETING THE DEFINITION OF BUSINESS AND PROFESSIONAL OFFICES AND ESTABLISHING NEW DEFINITIONS FOR PERSONAL SERVICES AND BUSINESS OFFICES; PROVIDING A NEW DEFINITION OF MAINTENANCE AND REPAIR SERVICES; PROVIDING A NEW DEFINITION FOR RETAIL FLOOR LEVEL; CLARIFYING DEFINITIONS FOR BANKS, COMMERCIAL STRUCTURES, DWELLING UNIT, GROUND COVER; AMENDING SECTIONS 17.04.090, 17.04.245, 17.04.285, 17.04.320, 17.04.407 OF THE GIG HARBOR MUNICIPAL CODE; ADDING NEW SECTIONS 17.04.201, 17.04.553.001, 17.04.702 TO THE GIG HARBOR MUNICIPAL CODE; AND REPEALING SECTION 17.04.680 AND REPLACING IT WITH A NEW SECTION 17.04.680 OF THE GIG HARBOR MUNICIPAL CODE.**

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**WHEREAS**, the City of Gig Harbor Comprehensive plan includes the following goals on page 11:

“Establish special zoning districts which may distinguish unique land use concerns”.

“Utilize special or extra land use planning techniques such as district overlays or design review guidelines to protect or enhance historical or cultural identities. Special districts may be established for a mixed-use waterfront, a pedestrian-oriented downtown district, a special old-town business district or an historical residential neighborhood in the Millville Area”.

“Employ special planning development review procedures for the establishment of . . . mixed use developments, special waterfront projects or other proposals which would serve the overall community interests”; and,

**WHEREAS**, the Planning Commission, having considered the Comprehensive Plan goals, finds as follows:

1. Retailing in the downtown/waterfront areas is an important element of Gig Harbor’s historic district/waterfront culture and is an important means of sharing the historic district/waterfront culture with residents and tourist alike.

## **B - Final**

2. Retail shops are the kinds of uses that attract tourists and entice pedestrian shoppers. Sufficient retailing opportunities are therefore important for maintaining a "pedestrian-oriented downtown".
3. Preserving ground level floor space in specified sections of the historic downtown/waterfront districts will preserve retailing as a viable and important activity in these zones, consistent with the goals and policies of the City's comprehensive plan.
4. Retailing is clearly a unique land use concern in the downtown/waterfront areas. This concern is heightened by the potential loss of retailing in specified sections of the downtown/waterfront areas due to increased interest in these areas for uses that are not supportive of retail marketing.
5. Employment of special planning tools are appropriate to address these concerns and to serve the overall community interests.
6. An overlay is one type of planning tool that can define acceptable locations for retail in the areas of concern. Defining a retail floor level in the definition section of the zoning code and then referencing that definition when describing permitted uses in each zone is a convenient way of establishing or describing the overlay; and,

**WHEREAS**, the City of Gig Harbor Planning Commission has determined that the existing definition for professional offices and services allows for many uses in zones that are incompatible with abutting residential development and that new or clarified definitions are needed to correct this deficiency; and,

**WHEREAS**, two public hearings were held on May 20, 1999 and July 29, 1999 by the Planning Commission to receive input from the community on proposed amendments to Title 17 intended to address the above findings and concerns; and,

**WHEREAS**, on \_\_\_\_\_ at a regularly scheduled City Council meeting, the Gig Harbor City Council considered the ordinance; and,

**WHEREAS**, the City sent copies of the proposed amendments to Chapter 17 to DCTED as per WAC 365-195-620(1) and RCW 36.70A.106.

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

Section 1. Section 17.04.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

## B

17.04.090 Banks and ~~financial~~ depository institutions.

"Banks and financial depository institutions" means those uses which are involved in deposit banking as classified in major groups group 60, 61 and 62 in the Standard Industrial Classification Manual (SICM), 1987 edition or as amended. (Ord. 724 § 1, 1996).

Section 2. A new Section 17.04.201 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.04.201 Business office.

"Business offices" include such services or skills as business or financial management (except banks and depository institutions), accounting, health or dental care, planning, designing, insurance, counseling, advising, research, bookkeeping, property management or real estate. Business offices are not primarily involved in the sale or lease of on-site products or merchandise.

Section 3. Section 17.04.245 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.04.245 Commercial building/structure.

"Commercial building/structure" implies all activities or work designed or planned for the mass market, for profit, or for non-residential gatherings. Commercial refers to all non-residential uses or structures, a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (GHMC 17.04.680) and manufacturing (GHMC 17.04.436) are excluded from this definition.

Section 4. Section 17.04.285 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.04.285 Drive-in Drive-up restaurant.

"Drive-in Drive-up restaurant" means any food or beverage service establishment that contains the following characteristics:

- A. An outside (~~drive-through~~ Drive-up) service window; or
- B. The provision of services to patrons who are in automobiles on the premises of the eating establishment.

Section 5. Section 17.04.320 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.04.320 Dwelling unit.

"Dwelling unit" is one or more a room or a combination of contiguous rooms that are accessible to each other from the indoors rooms with at least one and that (a) includes a kitchen or kitchenette equipped with a sink, stove top or burner and refrigerator space; (b) includes a bath with a toilet and tub or shower; (c) has access to the outdoors, or to common corridors which give access to the outdoors, that is separate from the outdoor access of other dwelling units in the

## B

same structure; (d) provides physical separation between the unit and other units within the same structure by means of a wall or door (with or without locks); and (e) that is designed as a unit for occupancy by not more than one family for sleeping and living purposes.

Section 6. Section 17.04.407 of the Gig Harbor Municipal Code is hereby amended to read as follows:

### 17.04.407 Ground cover.

"Ground cover" means small plants such as salal, ivy, ferns, mosses, ornamental grasses, lawn, shrubs or other types of cultured vegetation as used in improved landscaping which normally cover the ground and shall include trees less than three inches in diameter measured at 54 inches aboveground.

Section 7. A new Section 17.04.553.001 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

### 17.04.553.001 Maintenance & Repair Services.

"Maintenance & repair services" include all uses primarily involved in product cleaning, repairs, vehicle or machinery servicing, janitorial work, yard maintenance, or similar uses in which customers bring products on-site for service, or where equipment is stored on-site and used off-site.

Section 8. Section 17.04.680 is hereby repealed.

### 17.04.680 Professional office or service.

~~"Professional office or service is the use of a facility or structure for the provision of a specialized service or skill. Professional offices or services are not involved in the sale or lease of a product or merchandise on-site (Ord. 703 § 15, 1996; Ord. 573 § 2, 1990).~~

Section 9. A new Section 17.04.680 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

### 17.04.680 Personal Service.

"Personal services" include all hair, nail and skin care services such as beauty parlors, barber shops and tanning salons.

Section 10. A new Section 17.04.702 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

### 17.04.702 Retail Floor Level

"Retail floor level" includes any floor area that at any point is within 6 feet of the outdoor finished grade and within 50 feet of the following street rights-of-way:

- a. Soundview Drive in the DB zone from Judson Street to Harborview Drive;
- b. Harborview Drive in the DB and WC zones;
- c. That portion of Pioneer Way in the DB zone from Judson Street to Harborview Drive;
- d. The WC zone along Harborview Drive from Soundview Drive to Rosedale Street;

**B**

On buildings with multiple floor levels conforming to this definition and which front on only one street, the retail level shall be the lower level.

Section 11. 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 12. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

\_\_\_\_\_  
MAYOR, Gretchen A. Wilbert

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, Molly Towslee

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 2/23/00  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



B

SUMMARY OF ORDINANCE NO.

of the City of Gig Harbor, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000, 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, GIG HARBOR, WASHINGTON, RELATING TO ZONING AND LAND-USE AND AMENDING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING A NEW DEFINITION TO DEFINE A RETAIL LEVEL APPLICABLE TO THE DB ZONING DISTRICTS; DELETING THE DEFINITION OF BUSINESS AND PROFESSIONAL OFFICES AND ESTABLISHING NEW DEFINITIONS FOR PERSONAL SERVICES AND BUSINESS OFFICES; PROVIDING A NEW DEFINITION OF MAINTENANCE AND REPAIR SERVICES; PROVIDING A NEW DEFINITION FOR RETAIL FLOOR LEVEL; CLARIFYING DEFINITIONS FOR BANKS, COMMERCIAL STRUCTURES, DWELLING UNIT, GROUND COVER; AMENDING SECTIONS 17.04.090, 17.04.245, 17.04.285, 17.04.320, 17.04.407 OF THE GIG HARBOR MUNICIPAL CODE; ADDING NEW SECTIONS 17.04.201, 17.04.553.001, 17.04.702 TO THE GIG HARBOR MUNICIPAL CODE; AND REPEALING SECTION 17.04.680 AND REPLACING IT WITH A NEW SECTION 17.04.680 OF THE GIG HARBOR MUNICIPAL CODE.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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

C

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, GIG HARBOR, WASHINGTON, RELATING TO ZONING AND LAND USE; AMENDING THE GIG HARBOR ZONING CODE TO INCLUDE A NEW ZONING DISTRICT CALLED THE "COMMERCIAL DISTRICT" (C-2), DESCRIBING THE CITY'S INTENT IN THE CREATION OF THE DISTRICT, THE USES ALLOWED IN THE DISTRICT AS EITHER PERMITTED OUTRIGHT, ACCESSORY USES OR CONDITIONAL USES, PERFORMANCE STANDARDS, INCLUDING SUCH REQUIREMENTS AS MAXIMUM GROSS FLOOR AREA, SETBACKS, HEIGHT AND LOT COVERAGE, ALLOWING ADULT ENTERTAINMENT FACILITIES IN C-2 ZONES; AMENDING SECTION 17.58.040 AND ADDING A NEW CHAPTER 17.41 TO THE GIG HARBOR MUNICIPAL CODE.

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WHEREAS, the Planning Commission finds that the existing C-1 zone allows outdoor display of vehicles and other large items that cannot be reasonably displayed inside a structure except in very limited numbers, and,

WHEREAS, the allowance for outdoor displays of vehicles and similar large items is necessary and reasonable, provided such displays are not incompatible with surrounding development and zones; and,

WHEREAS, such displays are incompatible with, and detract from, the visual quality of the view basin and abutting residential development; and,

WHEREAS, a proposed new zoning district (C-2) is adopted to provide for outdoor displays and more intense uses; and,

WHEREAS, there is property in the City that is currently being used consistent with permitted, accessory and conditional uses described in this ordinance; and,

WHEREAS, there is a need to allow a variety of more intense uses in Gig Harbor as the City wants to encourage variety (as long as it does not negatively impact the public or adjacent properties), but also because there is property in the City that could appropriately be zoned for such use; and,

WHEREAS, the proposed C-2 zoning district is consistent with the City's Comprehensive Plan; and,

WHEREAS, two public hearings were held on May 20, 1999 and July 29, 1999 by the Planning Commission to receive input from the community on proposed amendments to Title 17 intended to address the above findings and concerns; and,

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**WHEREAS**, on \_\_\_\_\_ at a regularly scheduled City Council meeting, the Gig Harbor City Council considered the ordinance; and,

**WHEREAS**, the City sent copies of the proposed amendments to Chapter 17 to DCTED as per WAC 365-195-620(1) and RCW 36.70A.106.

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

Section 1. A new chapter 17.41 to the Gig Harbor Municipal Code is hereby adopted to read as follows:

Chapter 17.41  
COMMERCIAL DISTRICT (C-2)

Sections:

- 17.41010 Intent.
- 17.41.020 Permitted principal uses and structures.
- 17.41.030 Permitted accessory uses and structures.
- 17.41.040 Conditional uses.
- 17.41.050 Repealed.
- 17.41.055 Maximum gross floor area.
- 17.41.060 Site plans.
- 17.41.065 Commercial district minimum requirements and performance standards along the waterfront.
- 17.41.070 Minimum lot requirements.
- 17.41.075 Maximum residential density.
- 17.41.080 Minimum building setback requirements.
- 17.41.090 Maximum coverage by all buildings.
- 17.41.100 Maximum height of structures.
- 17.41.110 Parking and loading facilities.
- 17.41.120 Performance standards.

17.41.010 Intent.

A C-2 district is intended to provide for uses that, though not necessarily hazardous or offensive, have more visual impact in terms of outdoor displays as viewed from adjacent properties or public rights-of-way, and more industrial in terms of the secondary impacts, such as noise, odors, dirt, vibration, than uses permitted in other commercial zones in the City. The C-2 zone should be located adjacent to C-1 zones or other non-residential zones so that any secondary impacts of the C-2 zone uses will not cause an inordinate amount of inconvenience or problem for neighboring uses. These uses include light manufacturing, wholesale and retail sales, outdoor storage and display, maintenance and processing. The regulations for a C-2 district are intended

## C

to allow the efficient use of the land while making the district attractive and compatible with a variety of uses allowed within the district and in adjacent districts.

### 17.41.020 Permitted principal uses and structures.

The following principal uses and structures are permitted in a C-2 district:

- A. All uses permitted in a B-2 district;
- B. Maintenance & repair services;
- C. The production, processing, cleaning, servicing, testing, and repair of materials, goods and products, except that junkyards, auto wrecking yards, garbage dumps and any activity that emits smoke, excessive noise, dirt, vibration or glare, or is otherwise offensive or hazardous, is prohibited;
- D. Indoor amusement establishments;
- E. Animal hospitals, clinics with overnight confinement and pounds;
- F. The sale of motor vehicles, boats, recreation vehicles, and manufactured or pre-fabricated houses;
- G. Carwashes;
- H. Building material sales;
- I. Cartage and express facilities and trucking;
- J. Contractors' offices and shops;
- K. Fishing equipment supplies and repairs;
- L. Frozen food lockers;
- M. Fuel and ice sales;
- N. Commercial greenhouses;
- O. Linen towel, diaper and similar supply services and laundry facilities;
- P. Storage, warehousing and wholesaling establishments;
- Q. Light assembly or manufacturing;
- R. All permitted uses of the waterfront;
- S. Child day care facilities;
- T. Family day care;
- U. Adult family homes; and
- V. Adult entertainment facilities subject to the provisions of Chapter 17.58 GHMC.

### 17.41.030 Permitted accessory uses and structures.

The following accessory uses and structures are permitted in a C-2 district:

- A. Temporary portable buildings for and during construction

### 17.41.040 Conditional uses.

Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in a C-2 district:

- A. Hospitals, clinics and establishments for people convalescing from illness or operation;
- B. Homes for the aged;
- C. Public utilities and public service uses such as libraries, electrical substations, telephone exchanges and police, fire and water facilities;
- D. Recreational buildings and community centers;

## C

- E. Schools, including playgrounds and athletic fields incidental thereto;
- F. Houses of religious worship, rectories and parish houses;
- G. Private and not-for-profit clubs;
- H. Planned unit developments
- I. Home occupations;
- J. Ministorage facilities;
- K. Drive-up window restaurants; and
- L. Residential uses.

17.41.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is 65,000 square feet.

17.41.060 Site plans.

Before a building permit will be issued in a C-2 district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed.

17.41.070 Minimum lot requirements.

In a C-2 district, the minimum site development area is 6,000 square feet, and the minimum lot width is 50 feet.

17.41.075 Maximum residential density.

The maximum residential density is seven dwelling units per acre.

17.41.080 Minimum building setback requirements.

In a C-2 district, a minimum 10-foot front yard setback is required. There are no minimum requirements for side and rear building setbacks, which shall be determined as part of the site plan review, pursuant to Chapter 17.96 GHMC. Where a C-2 district abuts a residential district, the minimum yard shall be 30 feet with a dense vegetative screen located on the commercial property. The minimum separation between commercial structures on the same site shall be 20 feet.

17.41.090 Maximum coverage by all buildings.

In a C-2 district, the maximum coverage *of the lot* is 80 percent.

17.41.100 Maximum height of structures.

In a C-2 district, all buildings and structures shall not exceed a height of 35 feet, except as provided for under Chapter 17.62 GHMC, Height restriction area or as otherwise allowed by the City's Design Manual

17.41.110 Parking and loading facilities.

In a C-2 district, parking and loading on private property shall be provided in connection with any permitted or conditional use as specified in Chapter 17.72 GHMC. Parking and loading is not allowed in any required yard, landscape or buffer areas.

17.41.120 Performance standards.

In a C-2 district, performance standards are as follows:

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A. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC, the City's Design Manual. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Outdoor Storage of Materials. Outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipe, drums, machinery or furniture, is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets. Outdoor storage, except for greenhouse nursery stock, is not allowed in any required landscape area, buffer area, or required outdoor common area.

D. Outdoor Display of Merchandise. The outdoor display of merchandise, except for greenhouse nursery stock, is limited to paved surface areas and is not allowed in any required yard, landscape area, buffer area, or outdoor common area.

E. Outdoor Lighting and fixtures. Outdoor light fixtures and poles shall conform to all Design Manual standards. Within 100 feet of any residential zone or use, all ground-mounted floodlighting or light projection above the horizontal plane is prohibited, except as otherwise allowed for signage.

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

Section 2. Section 17.58.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

### 17.58.040. Separation requirements.

A. An adult entertainment facility shall not be permitted to locate in any zoning district other than the general business district (B-2) and commercial districts (C-1 and C-2). Within the B-2, C-1 or C-2 district, an adult entertainment facility shall not be permitted to locate within 500 feet of any of the following zones or uses, whether such zones or uses are located within or outside of the city limits:

\* \* \*

Section 3. 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 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

C

APPROVED:

\_\_\_\_\_  
MAYOR, Gretchen A. Wilbert

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, Molly Towslee

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 2/23/00  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

C

**SUMMARY OF ORDINANCE NO.**

of the City of Gig Harbor, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000, 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, GIG HARBOR, WASHINGTON, RELATING TO ZONING AND LAND USE; AMENDING THE GIG HARBOR ZONING CODE TO INCLUDE A NEW ZONING DISTRICT CALLED THE "COMMERCIAL DISTRICT" (C-2), DESCRIBING THE CITY'S INTENT IN THE CREATION OF THE DISTRICT, THE USES ALLOWED IN THE DISTRICT AS EITHER PERMITTED OUTRIGHT, ACCESSORY USES OR CONDITIONAL USES, PERFORMANCE STANDARDS, INCLUDING SUCH REQUIREMENTS AS MAXIMUM GROSS FLOOR AREA, SETBACKS, HEIGHT AND LOT COVERAGE, ALLOWING ADULT ENTERTAINMENT FACILITIES IN C-2 ZONES; AMENDING SECTION 17.58.040 AND ADDING A NEW CHAPTER 17.41 TO THE GIG HARBOR MUNICIPAL CODE.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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



D

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, GIG HARBOR, WASHINGTON, RELATING TO ZONING AND LAND USE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GIG HARBOR TO ZONE PROPERTY WITH THE NEW ZONING DESIGNATION OF INCLUDE A NEW C-2 COMMERCIAL DISTRICT WEST OF SR-16, NORTH OF OLYMPIC DRIVE.

---

WHEREAS, the Planning Commission finds that the existing C-1 zone allows outdoor display of vehicles and other large items that cannot be reasonably displayed inside a structure except in very limited numbers, and,

WHEREAS, the allowance for outdoor displays of vehicles and similar large items is necessary and reasonable, provided such displays are not incompatible with surrounding development and zones; and,

WHEREAS, such displays are incompatible with, and detract from, the visual quality of the view basin and abutting residential development; and,

WHEREAS, a proposed new zoning district (C-2) is adopted to provide for outdoor and more intense uses; and,

WHEREAS, two public hearings were held on May 20, 1999 and July 29, 1999 by the Planning Commission to receive input from the community on proposed amendments to Title 17 intended to address the above findings and concerns; and,

WHEREAS, on \_\_\_\_\_ at a regularly scheduled City Council meeting, the Gig Harbor City Council considered the ordinance; and,

WHEREAS, the City sent copies of the proposed amendments to Chapter 17 to DCTED as per WAC 365-195-620(1) and RCW 36.70A.106.

WHEREAS, the official zoning district map of the City of Gig Harbor should be amended to provide the new C-2 district west of SR-16 in those areas previously zoned C-1.

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

Section 1. The Gig Harbor Zoning District Map is hereby amended as follows:  
All existing C-1 parcels lying west of SR-16 and north of Olympic Drive NW (see attached Exhibit 1) are proposed to be C-2. Such parcels are more specifically defined by the following tax assessor's parcel numbers:

**D**

02-21-17-2-017	400099 - 001-0	950100 - 001-0	02-21-07-6-020	455500- 010-0
2-025	002-0	002-0	6-021	011-0
2-030	003-0	003-0	6-022	012-1
2-035	004-0	004-0	6-023	012-2
2-036	005-0	005-0		013-0
2-038	006-0	006-0		014-2
2-039	007-0	007-0		014-5
2-049	008-0	008-0		
2-078				
2-077				
2-073				
2-089				
2-088				
2-099				
2-091				
2-111				

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

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

APPROVED:

\_\_\_\_\_  
MAYOR, Gretchen A. Wilbert

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, Molly Towslee

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 2/23/00  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

D

**SUMMARY OF ORDINANCE NO.**

of the City of Gig Harbor, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000, 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:

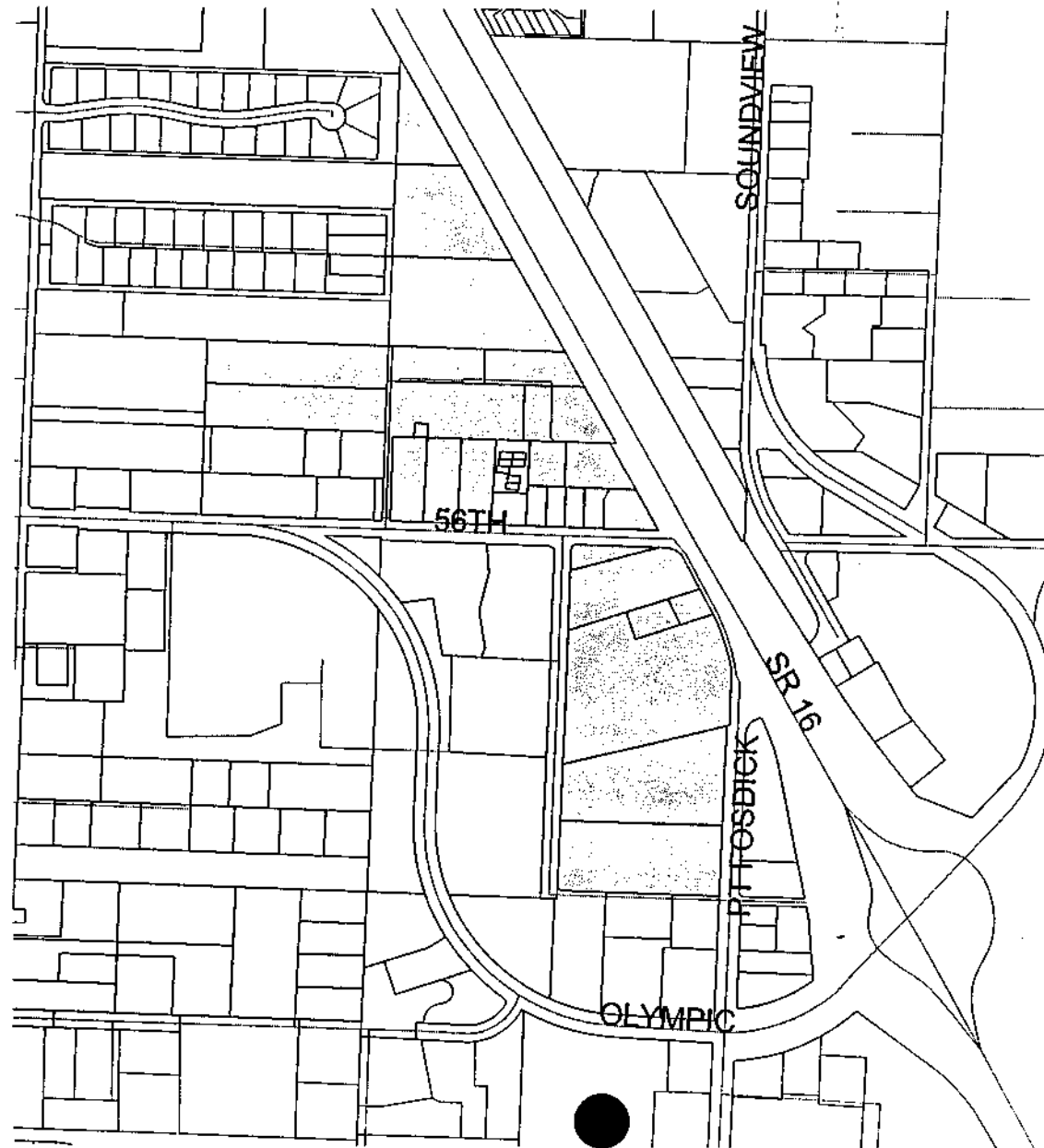
**AN ORDINANCE OF THE CITY OF GIG HARBOR, GIG HARBOR, WASHINGTON, RELATING TO ZONING AND LAND USE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GIG HARBOR TO INCLUDE A NEW C-2 COMMERCIAL DISTRICT WEST OF SR-16.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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

# City of Gig Harbor Planning Commission Proposed Rezone from C-1 to C-2



E

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

AN ORDINANCE OF THE CITY OF GIG HARBOR CITY COUNCIL, GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REVISING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE IN ORDER TO ASSURE CONSISTENCY BETWEEN TITLE 17 AND THE CITY OF GIG HARBOR DESIGN MANUAL; PROVIDING CLARIFICATION LANGUAGE AS TO THE INTENT OF THE C-1 DISTRICT; AMENDING THE C-1 DISTRICT TO PROMOTE COMPATIBILITY WITH NEARBY RESIDENTIAL DISTRICTS BY ELIMINATING SPECIFIC USES WHICH RELY UPON OUTDOOR DISPLAYS AS PRODUCT MERCHANDISING; REQUIRING A MINIMUM TEN-FOOT FRONT YARD IN C-1 DISTRICTS; REDUCING THE MAXIMUM GROSS FLOOR AREA FROM 65,000 SQUARE FEET PER STRUCTURE TO 50,000 SQUARE FEET PER STRUCTURE; AMENDING SECTIONS 17.40.010; 17.40.020; 17.40.040; 17.40.055; 17.40.080; 17.40.100; 17.40.110 AND 17.40.120 OF THE GIG HARBOR MUNICIPAL CODE.

---

**WHEREAS**, the Planning Commission finds that the existing C-1 zone allows outdoor display of vehicles and other large items that cannot be reasonably displayed inside a structure except in very limited numbers, and,

**WHEREAS**, The allowance for outdoor displays of vehicles and similar large items is necessary and reasonable, provided such displays are not incompatible with surrounding development and zones; and,

**WHEREAS**, Such displays are incompatible with, and detract from, the visual quality of the view basin and abutting residential development; and,

**WHEREAS**, two public hearings were held on May 20, 1999 and July 29, 1999 by the Planning Commission to receive input from the community on proposed amendments to Title 17 intended to address the above findings and concerns; and,

**WHEREAS**, on \_\_\_\_\_ at a regularly scheduled City Council meeting, the Gig Harbor City Council considered the ordinance; and,

**WHEREAS**, to improve compatibility with nearby and adjacent lessor intense zoning districts, adjustments to some of the C-1 district standards are appropriate.

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

## E

Section 1. Section 17.40.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.010 Intent.

A C-1 district is intended to provide for a variety of uses that, though not necessarily hazardous or offensive, may be more intensive than general different from direct retail and wholesale sales and services to customers or residential developments. These uses include light manufacturing, sales, limited outdoor storage and display, maintenance and processing. The regulations for a C-1 district are intended to allow the efficient use of the promote a variety of light industrial and commercial uses within the district which are land while making the district attractive and compatible with the visual character of the view basin or with residential development in surrounding districts. ~~a variety of uses within the district and in surrounding districts.~~

Section 2. Section 17.40.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.020 Permitted principal uses and structures.

The following principal uses and structures are permitted in a C-1 district:

A. All uses permitted in a B-2 district;

B. ~~Repair shops for appliances, automobiles and small equipment;~~ Maintenance & repair services;

C. The production, processing, cleaning, servicing, testing, and repair of materials, goods and products, except that junkyards, auto wrecking yards, garbage dumps and any activity that emits smoke, excessive noise, dirt, vibration noxious odors or glare, or is otherwise offensive or hazardous, is prohibited;

D. Indoor amusement establishments;

E. ~~Animal hospitals, clinics with overnight confinement and pounds;~~

F. ~~The sale of motor vehicles, cars and trailers, and vehicle services such as carwashes, garages, tire and battery service facilities;~~

E. Carwashes;

~~G. Boat sales and show rooms;~~

F. Indoor sales of non-motorized boats;

~~H. G. Building material sales;~~

I. H. Cartage and express facilities and trucking;

J. I. Contractors' offices and shops;

~~K. J. Fishing equipment supplies and repairs;~~

~~L. K. Frozen food lockers;~~

M. L. Fuel and ice sales Gas stations;

N. M. Commercial greenhouses and/or outdoor display of nursery grown items;

~~O. N. Linen towel, diaper and similar supply services and laundry facilities;~~

~~P. O. Storage, Mini-storage, warehousing and wholesaling establishments;~~

~~Q. P. Light assembly or manufacturing;~~

R. Q. All permitted uses of the waterfront districts, provided that the subject site is abutting the waterfront;

S. R. Child Commercial family day care facilities;

T. S. Family day care;

U. T. Adult family homes; and

V. U. Adult entertainment facilities subject to the provisions of Chapter 17.58 GHMC.

## E

Section 3. Section 17.40.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.040 Conditional uses.

Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in a C-1 district:

- A. Hospitals, clinics and establishments for people convalescing from illness or operation;
- B. Homes for the aged;
- C. Public utilities and public service uses such as libraries, electrical substations, telephone exchanges and police, fire and water facilities;
- D. Recreational buildings and community centers;
- E. Schools, including playgrounds and athletic fields incidental thereto;
- F. Houses of religious worship, rectories and parish houses;
- G. Private and not-for-profit clubs;
- H. Planned unit developments;
- I. Home occupations;
- J. ~~Ministorage facilities;~~
- K. ~~J. Drive-in Drive-up window~~ restaurants; and
- L. ~~K. Residential uses;~~
- L. Animal hospitals, clinics with overnight confinement and pounds;

Section 4. Section 17.40.055 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is ~~65,000~~ 50,000 square feet.

Section 5. Section 17.40.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.080 Minimum building setback requirements.

In a C-1 district, a minimum 10-foot front yard setback is required. There there are no minimum requirements for front, side and rear building setbacks, except where a C-1 district abuts a residential district, the minimum yard shall be 30 feet with a dense vegetative screen located on the commercial property. Setback dimensions Otherwise, side and rear yard setbacks shall be determined as part of the site plan reviews of Chapter 17.96 GHMC. Where a C-1 district abuts a residential district, the minimum yard shall be 30 feet with a dense vegetative screen located on the commercial property. The minimum separation between commercial structures on the same site shall be 20 feet.

Section 6. Section 17.40.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.100 Maximum height of structures.

In a C-1 district, all buildings and structures shall not exceed a height of 35 feet, except as provided for under Chapter 17.62 GHMC, Height restriction area or as otherwise allowed by the City's Design Manual.

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Section 7. Section 17.40.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.110 Parking and loading facilities.

In a C-1 district, parking and loading on private property shall be provided in connection with any permitted or conditional use as specified in Chapter 17.72 GHMC. Parking and loading is not allowed in any required yard, landscape or buffer areas.

Section 8. Section 17.40.120 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.120 Performance standards.

In a C-1 district, performance standards are as follows:

A. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC, the City's Design Manual and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Outdoor Storage of Materials. The outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipe, drums, machinery or furniture, is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets. Outdoor storage, except for greenhouse nursery stock, is not allowed in any required landscape or buffer areas.

D. Outdoor Display of Merchandise. The outdoor display of merchandise, except for greenhouse nursery stock, is limited to an area no further than 30 feet from the perimeter of the building and is not allowed in any required landscape area, buffer area, or outdoor common area.

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

E. Outdoor lighting and fixtures. Outdoor light fixtures and poles shall conform to all Design Manual standards. Within 100 feet of any residential zone or use, all ground-mounted floodlighting or light projection above the horizontal plane is prohibited, except as otherwise allowed for signage.

~~E. F. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.~~

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.



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Section 10. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

\_\_\_\_\_  
MAYOR, Gretchen A. Wilbert

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, Molly Towslee

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 2/23/00  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

E

**SUMMARY OF ORDINANCE NO.**

of the City of Gig Harbor, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000, 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 CITY COUNCIL, GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REVISING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE IN ORDER TO ASSURE CONSISTENCY BETWEEN TITLE 17 AND THE CITY OF GIG HARBOR DESIGN MANUAL; PROVIDING CLARIFICATION LANGUAGE AS TO THE INTENT OF THE C-1 DISTRICT; AMENDING THE C-1 DISTRICT TO PROMOTE COMPATIBILITY WITH NEARBY RESIDENTIAL DISTRICTS BY ELIMINATING SPECIFIC USES WHICH RELY UPON OUTDOOR DISPLAYS AS PRODUCT MERCHANDISING; REQUIRING A MINIMUM TEN-FOOT FRONT YARD IN C-1 DISTRICTS; REDUCING THE MAXIMUM GROSS FLOOR AREA FROM 65,000 SQUARE FEET PER STRUCTURE TO 50,000 SQUARE FEET PER STRUCTURE; AMENDING SECTIONS 17.40.010; 17.40.020; 17.40.040; 17.40.055; 17.40.080; 17.40.100; 17.40.110 AND 17.40.120 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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



City of Gig Harbor. The "Maritime City"

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

**TO:** MAYOR WILBERT AND CITY COUNCIL MEMBERS  
**FROM:** DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*  
**SUBJECT:** RE-ESTABLISHMENT OF STREET MONUMENTS  
SURVEY SERVICES - CONSULTANT SERVICES CONTRACT  
**DATE:** MARCH 7, 2000

#### **INTRODUCTION/BACKGROUND**

In 1995, the Harborview Drive Overlay Project was completed. Recently, it was determined that the existing record monuments on Harborview Drive between Dorotich Street and North Harborview Drive were not properly adjusted to grade or installed as directed and specifically shown on the 1995 Harborview Drive Overlay Project plans and specifications. After a further field investigation, it was confirmed that some additional monuments on Stinson Avenue, Ryan, Wilkinson, and Insel Streets had been previously overlaid with asphalt and not raised to grade. The proposed work involves the recovery or re-establishment of record monuments on these streets. Survey work is necessary to re-set mathematical positions to recover the existing monuments, if the original ones are not located during the survey work.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$5,461.10 with SCA Engineering, for the survey and re-establishment of the missing monuments.

#### **FISCAL CONSIDERATIONS**

This work was not identified in the 2000 budget, however due to the extreme importance of this work relative to legal surveys performed within Gig Harbor. I would recommend the Council authorize the funds necessary to perform this work. The existing funds in the budget allow for this work to be accomplished without jeopardizing other specific items of work previously identified in the 2000 budget.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with SCA Engineering, for the survey and re-establishment of the missing record monuments in an amount not to exceed five thousand four hundred sixty-one dollars and ten cents (\$5,461.10).

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

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

**RECITALS**

WHEREAS, the City desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 15, 2000, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five thousand four hundred sixty-one dollars and ten cents (\$5,461.10) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. **PROVIDED, HOWEVER**, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2000; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

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

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

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

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

### **IX. Exchange of Information**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **XVI. Written Notice**

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

CONSULTANT  
Kathleen Cassou, P.L.S  
SCA Engineering  
PO Box 3485  
Lacey, Washington 98503

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

## **XVII. Assignment**

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

## **XVIII. Modification**

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

## **XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

CONSULTANT

By: Kathleen D. Cassou By: \_\_\_\_\_  
Its Principal

CITY OF GIG HARBOR

Mayor

Notices to be sent to:  
CONSULTANT  
Kathleen Cassou, P.L.S.  
SCA Engineering  
PO Box 3485  
Lacey, Washington 98509

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

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

ATTEST:

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**SURVEY SERVICES AND  
RE-ESTABLISHMENT OF STREET MONUMENTS**

**STREET MONUMENT RECOVERY**

This project involves the recovery or re-establishment of record monuments on Harborview Avenue, Ryan Street, and Wilkinson and Insel Streets. These monuments have purportedly been overlaid with asphalt and have no ferrous material to be identified with a standard metal locator. This survey is necessary to re-set mathematical positions and thereby recover the existing monuments, or to establish reference points for construction of new monuments, if the original ones are not found during the survey.

**SCOPE OF WORK**

**1. Site Reconnaissance:**

This involves reconnaissance of existing available monuments of record to use as references to the missing or overlaid points to be recovered or replaced. Preliminary investigation indicates the following conditions:

- Harborview Avenue between Doritich St. and North Harborview – a number of existing monuments were found on the adjacent side streets, and on Harborview Avenue to the southeast of Doritich. These will be used as control for recovery of the missing monuments.
- Ryan Street – we did not find any monuments on Ryan Street, but did locate enough control on West Harborview Avenue to bring the monument positions back in on Ryan.
- Wilkinson and Insel Streets – a number of monuments were found on Stinson to the south, and in the plat of Greyhawk to the east. We will tie these as references to the missing monument positions.

**2. Field Control Survey:**

An initial survey will be performed by a 2-person crew using GPS methods to locate all existing monuments described above to control the positions of the missing monuments. Also located will be any existing property corners, which are readily visible and appear to be undisturbed. A GPS base station will be established within a secure City facility during this survey, to be used for future work in the local area. The horizontal datum for this survey will be Washington State Plane Coordinate System. Coordinate positions will be generated on the same system for all three sites, and these positions will be on a consistent datum with previous work on Kimball Drive and Grandview Avenue. These coordinates will then be translated to the older monument maps and mathematical adjustments made for calculation of the overlaid monument positions.

## EXHIBIT A - SCOPE OF SERVICES

### Survey Services for Re-Establishment of Street Monuments

#### 3. Establishment and Recovery of Monument Positions

After reduction and processing the control survey data, existing monument positions determined, and missing monument positions calculated, a 2-person survey crew will mark the record positions of the positions of the overlaid monuments. A third crew person will uncover the asphalt and verify whether the monuments exist. If any record monuments cannot be found, their calculated positions will be referenced with "straddles" on the asphalt, for future constructions of new monuments by the City. An AutoCad basemap will be provided to the City, showing positions of all monuments found during the survey, both on the State Plane Coordinate System and on the City Coordinate System.

#### 4. Project Administration

SCA's Land Survey Manager will serve as project manager and will be responsible for overall project quality control of the above tasks, survey procedures, and final product.

### PROJECT DELIVERABLES

- Copies of survey field notes relating to horizontal control.
- AutoCad generated basemap, and "hardcopies" signed and sealed by the project manager.
- Copies of public information obtained during the initial research phase of the project, if requested.
- A coordinate point file containing elevations and descriptions for each survey shot, in a format compatible with Softdesk 8.0.

### SERVICES PROVIDED BY THE CITY

- "Jack hammering" assistance, if necessary.
- Assistance in providing a suitable location for a GPS base station.

### REIMBURSABLES

Expenses to be reimbursed by the City include:

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Mileage

### PROJECT COMPLETION

SCA Engineering is available to begin work immediately upon authorization of this scope of work and will expect to complete the project within 2 weeks of the City's notice to proceed.

**SCA ENGINEERING****EXHIBIT "B"****SCHEDULE OF RATES AND ESTIMATED HOURS -****PROJECT: Street Monument Recovery - Gig Harbor, Washington**

Project No. 99138-003 File: 99138\_3FDS.XLS

**Consultant Fee Determination  
Summary Sheet**

<i>Discipline</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Project Manager	6.00	\$33.00	\$198.00
Project Surveyor	24.00	\$21.00	\$504.00
2-Person GPS Crew	24.00	\$41.00	\$984.00
1-Person Survey Crew	12.00	\$11.00	\$132.00
Clerical			
<b>Direct Salary Cost (DSC) :</b>			<b>\$1,818.00</b>
<b>Overhead Cost (OH) :</b>			
(OH Rate) * (DSC)	165.89%	\$1,818.00	\$3,015.88
<b>Fixed Fee :</b>			
(Fixed Fee Rate) * (DSC)	29.00%	\$1,818.00	\$527.22
<b>Direct Non-Salary Costs :</b>			
Expenses: Reproduction; recording fees & survey records, mileage		\$100.00	
Rounding Adjustment			
<b>Subtotal Non-Direct Salary Costs :</b>			<b>\$100.00</b>
<b>Total SCA Engineering (Direct &amp; Non-Direct Costs) :</b>			<b>\$5,461.10</b>
<b>TOTAL COST FOR PROFESSIONAL ENGINEERING SERVICES AND EXPENSES:</b>			<b>\$5,461.10</b>



City of Gig Harbor. The "Maritime City"

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

**TO:** MAYOR WILBERT AND CITY COUNCIL MEMBERS  
**FROM:** DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*  
**SUBJECT:** COMPREHENSIVE WATER PLAN UPDATE  
- CONSULTANT SERVICES CONTRACT, AMENDMENT NO. 2  
**DATE:** MARCH 7, 2000

#### **INTRODUCTION/BACKGROUND**

On July 11, 1998 the Council approved the Consultant Services Contract with Gray & Osborne, Inc. for engineering services related to the preparation of the 1999 update to the comprehensive water plan. Subsequently, Amendment No. 1 that involved the processing of water rights applications was approved on January 24, 2000.

The original scope of work did not include preparation of an Operations and Maintenance Manual for the operations and maintenance of the City's distribution system, mainline, hydrants, valves, wells, and wellhead protection. Additional consultant services are required to perform this additional work.

Council approval is being requested to execute a contract amendment to the engineering services contract with Gray & Osborne, Inc., for the additional engineering services.

#### **FISCAL CONSIDERATIONS**

The Consultant Service Contract with Gray and Osborne, Inc. for engineering services is in the amount of \$32,902.40. Amendment No. 1 for the additional engineering services is in the amount of \$2,500.00. Amendment No. 2 for the preparation of the Operations and Maintenance Manual is for a total not to exceed amount of \$ 12,000.00. Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of Amendment No. 2 to the Consultant Services Contract for engineering services between the City of Gig Harbor and Gray & Osborne, Inc., for the Comprehensive Water Plan in the not-to-exceed amount of twelve thousand dollars and no cents (\$12,000.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GRAY & OSBORNE, INC.**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated July 28, 1998, and subsequent AMENDMENT #1, dated January 25, 2000, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray and Osborne, Inc., organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the updating of the Comprehensive Water Plan and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on July 28, 1998 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: twelve thousand dollars and no cents (\$ 12,000.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

THE CITY OF GIG HARBOR

By:   
Its Principal

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

Notices to be sent to:

CONSULTANT  
Gray & Osborne, Inc.  
Attn: Russell Porter  
701 Dexter Avenue, Suite 200  
Seattle, Washington 98109

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

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

ATTEST:

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



EXHIBIT A  
SCOPE OF SERVICES



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

RECEIVED

FEB 02 2000

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.

January 28, 2000

Mr. David Skinner, P.E.  
Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

SUBJECT: SCOPE OF WORK AND FEE PROPOSAL, WATER SYSTEM  
COMPREHENSIVE PLAN CONTRACT AMENDMENT,  
OPERATIONS & MAINTENANCE CHAPTER  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON  
G&O # 99999.21

Dear Mr. Skinner:

As requested, enclosed is a proposed scope of work and fee proposal for the amendment to the existing contract for completion of the City's Water System Comprehensive Plan. The proposed amendment is intended to cover all costs associated with preparing the Operations and Maintenance portion of the Plan that was not included in the original contract. The Operations & Maintenance Chapter will address wellhead protection, cross connection control requirements and existing programs, and existing operations and maintenance efforts. A scope of work for these services is presented below with a breakdown of specific tasks for each section in the Operations and Maintenance Chapter.

**SCOPE OF WORK:**

**WELLHEAD PROTECTION PLAN**

1. Conduct field visits to collect data
2. Summarize and rank potential hazards
3. Prepare wellhead management plan and WHPA maps
4. Prepare contingency plan and spill response plan

**CROSS CONNECTION CONTROL PLAN**

1. Review existing cross connection control efforts
2. Summarize recent test results and existing cross connection control devices
3. Prepare/present cross connection control plan and ordinance

**OPERATIONS AND MAINTENANCE PLAN**

1. Document existing operations procedures and maintenance efforts
2. Provide recommendations
3. Prepare emergency-contact flow chart

EXHIBIT A  
SCOPE OF SERVICES



RECEIVED

David Skinner, P.E.  
January 28, 2000  
Page 2

FEB 01 2000

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.

We agree to provide the services defined in the above scope-of-work in accordance with the terms of the current Water System Comprehensive Plan contract (signed July 1998) for a total fee not-to-exceed \$12,000.00. For a more detailed breakdown of this cost, please see the attached schedule of tasks, estimated work hours, and fees. If this proposal meets with your approval, please provide us with written authorization to proceed with the tasks outlined above by signing below and returning this letter to Gary & Osborne. Do not hesitate to contact the undersigned if you have any questions or need further information.

Very truly yours,

GRAY & OSBORNE, INC.



Russell Porter, P.E.

RP/aat

**CITY OF GIG HARBOR**

Gray & Osborne Inc. is hereby authorized to perform the work outlined in this proposal under the terms of our current Water System Comprehensive Plan contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**Wellhead Protection Plan**

<u>Task</u>	<u>P.M.</u>	<u>Civil</u>	<u>Technician</u>
Research Existing Soil and Aquifer Conditions	2	12	--
Determine Zones of Contribution	4	8	4
Conduct Field Visit/Windshield Survey	4	8	--
Summarize and Rank Potential Hazards	--	12	--
Prepare WHPA Maps & WH Management Plan	2	12	12
Prepare Contingency Plan/Spill Response Plan	--	8	8

**Cross Connection Control Plan**

<u>Task</u>	<u>P.M.</u>	<u>Civil</u>	<u>Technician</u>
Review Existing Documentation/Policies	--	6	--
Summarize Existing Devices/Recent Test Results	--	4	--
Present Cross Connection Control Plan	2	8	2
Present Cross Connection Control Ordinance	2	8	2

**Operations and Maintenance Plan**

<u>Task</u>	<u>P.M.</u>	<u>Civil</u>	<u>Technician</u>
Document Existing O&M Procedures	2	8	--
Document Preventative Maintenance Efforts	2	8	--
Provide Recommendations and Additional Support	2	8	4

Estimated Total Hours	22	110	32
Estimated Hourly Rates	\$39	\$26	\$18
Direct Labor	\$858	\$2,860	\$576

Total Direct Labor Cost.....	\$	4,294.00
Indirect Labor Cost (134%).....	\$	5,754.00
Total Labor Cost.....	\$	10,048.00
Fee (15%).....	\$	1,507.00
Subtotal.....	\$	11,555.00
Expenses.....	\$	445.00
Total All Tasks.....	\$	12,000.00



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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: BILL COLBERG, ACTING CHIEF OF POLICE**  
**SUBJECT: FEBRUARY INFORMATION FROM PD**  
**DATE: MARCH 7, 2000**

The February 2000 activity statistics are attached for your review.

Bike patrol officers spent approximately 165 hours in training and patrol. The department now has two additional bike patrol officers. These officers will spend a portion of their night patrol duties working with the bikes. Emphasis will be focused on business and apartment complexes watching for criminal activity.

The Reserve Officers contributed 210 hours during the month of February. Officer Welch was trained as a bicycle patrol officer. Detective Carpenter is currently conducting background checks on two reserve officer candidates.

The Marine Services Unit had negative patrol activity. Patrol boat is still in storage for the winter.

The police explorers conducted two meetings and four ride-a-longs during the month of February for a total of 65 hours. We are currently recruiting additional members and will be volunteering for a cancer victim fundraiser on March 18.<sup>th</sup>

Officer Dougil and Detective Carpenter arrested a suspect for the robberies of Pets and Pals and the Mt. Constance Mountain Shoppe. The Pierce County Prosecutors Office has filed two counts of robbery on the suspect.



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

## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

#### February 2000

	<u>FEB</u> <u>2000</u>	<u>YTD</u> <u>2000</u>	<u>YTD</u> <u>1999</u>	<u>% chg to</u>
CALLS FOR SERVICE	416	761	739	+ 2.9
CRIMINAL TRAFFIC	24	41	40	+ 2.5
TRAFFIC INFRACTIONS	95	162	197	- 17
DUI ARRESTS	7	12	8	+ 50
FELONY ARRESTS	5	10	9	+ 11
MISDEMEANOR ARRESTS	32	46	37	+ 24
WARRANT ARRESTS	6	9	21	- 57
CASE REPORTS	126	239	183	+ 30
REPORTABLE VEHICLE ACCIDENTS	16	44	27	+ 62

TO: MAYOR WILBERT AND GIG HARBOR CITY COUNCIL  
FROM: MICHAEL DUNN, MUNICIPAL COURT JUDGE  
SUBJECT: REQUEST FOR FURTHER INFORMATION  
DATE: COUNCIL HEARING, MARCH 13, 2000

Various members of the City Council at the meeting on February 28, 2000 alluded to requests for further information regarding the issue of whether to consolidate the Municipal Court with District Court 2 of Pierce County.

The minutes reflect that the Finance Director, Dave Rodenbach mentioned the need for a decision regarding further planning of the new City Hall and specifically if this should include a separate court room and the security needs of such a court room.

The Master Facilities plan was developed prior to commencement of my term of office and I have not had an opportunity to study it. However, it is my understanding that the Master Facilities plan contemplates a separate courtroom with substantial security (e.g. a sallyport to facilitate prisoner transport). I expressed my belief at the last City Council meeting that I did not believe that a separate courtroom was necessary. The security concerns should also be minimal as the level of offender appearing before the court is only a misdemeanor by virtue of our limit of jurisdiction.

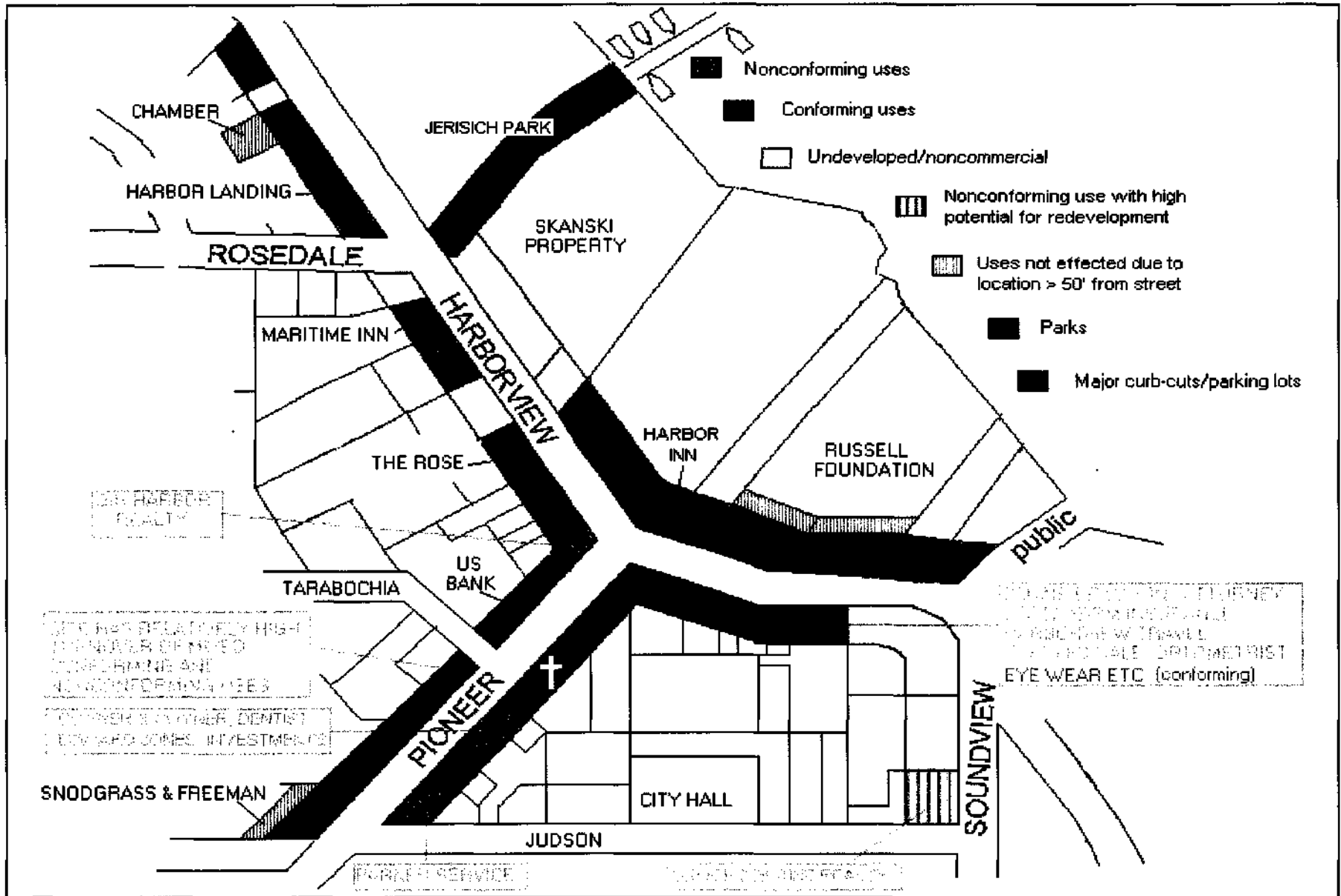
Councilman Dick asked for information regarding collection efforts regarding fines and court costs and if there was any data to help the Council better understand the situation. Councilman Eckberg requested information on the percentage of violations unique to the Gig Harbor Municipal Code. The City Administrator, Mark Hoppen suggested that a study of the issues by a consultant might be a good way to assemble such data and provide the City Council with the necessary information to make a fully informed decision.

I concur with the City Administrator in his recommendation to hire a consultant, as there is no established data base from which to answer these particular questions. To do so would require court staff to examine each court file opened over a representative year to compile such data one file at a time, a task of Herculean proportions for a court staff of only two persons, who are presently working to full capacity in their present duties.

# RETAIL CLUSTERING OVERLAY

Existing uses as they relate to the proposed Retail Clustering Ordinances

03/11/00



- Colored strip approximates the 50 ft. depth of the Retail Clustering Overlay
- Some lot lines have been altered or removed for clarity

## NONCONFORMITIES UNDER PROPOSED RETAIL CLUSTERING ORDINANCES

03/12/00

The intent of the proposed ordinances is not to put an undue burden on existing uses, but rather to place controls upon undeveloped sites or those that would be redeveloped in the future. It would appear that there are seven sites in the proposed overlay which would become nonconforming under the proposal (see overlay map). Of these seven sites four have a current mixed use of conforming/nonconforming businesses, while three have nonconforming uses only.

Nonconformities are covered in GHMC 17.68. The intent of 17.68 is to allow nonconforming uses to continue and to allow those uses to change to other nonconforming uses of a similar nature. Events that would trigger action would be:

- Destruction of more than 50% of the structure would require the rebuilt structure to be conforming;

- The voluntary change of a nonconforming use to a conforming use would negate the ability to revert back to a nonconforming use and;

- Abandonment of the use or structure for more than one year would require future uses to be conforming.

Actions that would not be allowed in regards to nonconforming uses would be:

- Structures may not undergo alterations which would increase their "bulk or dimensional standards" and;

- Conversion to a more intense nonconformity.



DUANE E. ERICKSON, INC., P.S.

ATTORNEY AT LAW  
P.O. BOX 178  
3022 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335

March 27, 2000

(253) 851-3500

Mayor Gretchen Wilbert  
Gig Harbor City Council Members  
Gig Harbor City Hall  
Gig Harbor WA 98335

Subject: Vertical Zoning

Dear Mayor Wilbert and City Council Members:

I along with Kevin Brooks own a building commonly known as 3016-3022 Harborview Drive, where I conduct my law practice and Mr. Brooks sells insurance for State Farm. I have practiced there since 1964 and State Farm has been at this location since 1975.

The building has never been a retail shop since 1964.

Downtown Gig Harbor has changed. In the 60's it consisted of banks, taverns, my office, auto repair facilities, machine shops, boat yards, hardware stores, dime stores and medical and dental buildings. By the early 70's arts and crafts stores started to move in and made their contribution to the area along with other retail stores. A tavern became a restaurant. The automobile repair facility of Mr. Roby was remodelled into shops. Additional office buildings were also built.

Vertical zoning along with amendment to 17.04 specifically repealing 17.04.680 and adding 17.04.201 effectively prohibits the practice of law in the downtown area.

The City obviously recognised the negative economic impact of the proposed ordinance on the property owners since the City's property has been excluded. I am asking the City to give as much consideration of the effect of the proposed ordinance on downtown property owners as it has on its own property.

I further feel that the proposed legislation is spot zoning and special legislation. The later is prohibited by Section 12, Article I of the Washington State Constitution.

Yours truly



Duane E. Erickson

cc: Public



KEVIN I. BROOKS, Agent  
Auto-Life-Health-Home and Business

P O BOX 1099 3016 HARBORVIEW DRIVE "DOWNTOWN BY THE WATERFRONT"  
GIG HARBOR, WA 98335 TACOMA and GIG HARBOR (253) 851-5116

March 27, 2000

The Gig Harbor City Council  
Gig Harbor, WA 98335

Dear Council,

This letter is to officially voice my opposition to the Vertical Zoning being proposed by the Gig Harbor City Council for the downtown area.

This restriction would have a most definite negative impact on our ability to sell our building in the future. The ability to rent to another business similar to ours would also be impacted.

As stated in a prior letter, there is not enough square footage in this space to run a retail operation. I do not believe having a black hole in the downtown area would be a positive for the City of Gig Harbor.

This office operation is as traditional or more so than many of the newer retail operations. This agency sells boating insurance to the public along with other lines of insurance. This building has housed a State Farm Insurance agency since 1975. By Webster's definition we have become a tradition in downtown Gig Harbor that provides a service to the current public and new people to the area.

I, along with others, believe this Vertical Zoning to be in violation of the Washington State Constitution.

I do not want this zoning change to go into effect.

Sincerely,

A handwritten signature in cursive script that reads "Kevin I. Brooks".

Kevin I Brooks, Agent

**Tarabochia Family LLC**  
**PO Box 1607**  
**Gig Harbor Wa 98335**

March 27, 2000

To: Gig Harbor Mayor and City Council

Subject: Vertical Zoning

Our family has been in the forefront of downtown retail business for several decades. We have seen the past service oriented core slowly convert to retail and the effects of that expansion. Our properties have contributed to the retail core and the tax base for the City of Gig Harbor. We envisioned a growing business core that could support the community and generate best use of our holdings.

We do not support vertical zoning. This plan would devalue our properties and limit Gig Harbor for any future outside of retail. If retail is valid it should stand on it's own merits and not need any special privilege. If more retail is needed, incentives could be given to those property owners that would convert otherwise. You can't regulate economic success, it has to be earned. As a closing note, the future of business is rapidly changing, those that can make those changes will prosper. By the year 2003, retail will harvest a whopping 1.6 trillion dollars- through Internet sales.

Sincerely,



Nick Tarabochia

RECEIVED

MAR 21 2000

CITY OF GIG HARBOR

3/25/00

To: Mayor Wilbert & City Council Members

From: Tom Morris Jr.

RE: My emphatic opposition to any restrictive "vertical" zoning.

Dear Mayor Wilbert & Council Members:

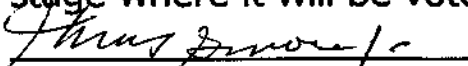
I am the sole owner of commercial office space @ 3005 Harborview Dr. This has been in my--(or my family)--ownership for approximately 30 years. During that time, I have leased space to both retail and professional office tenants--depending on the market for space at the time there is a vacancy.

My property has unrestricted zoning for either retail or professional office type tenants--and I have relied on that zoning when the property was purchased--and I rely on that zoning today, and if and when I have a vacancy.

I have many reasons to absolutely object to any effort by anyone to restrict the zoning I now enjoy. They include:

1. Limiting the uses--devalues the property.
2. Any devaluation would need to be compensated for--
3. Limited uses may cause lower rents/unwanted vacancies
4. Limited uses--may affect my ability to secure financing on the property.
5. Additional governmental regulation on my property is unwarranted without extreme justification and compensation to me or anyone else who may suffer economic loss as a result.
6. This type of "spot zoning" would set a dangerous precedent for others who may seek preferential treatment in the City.

Please contact me immediately if this effort gets anywhere near the stage where it will be voted on by the Council.



Tom Morris Jr. P.O. Box 572, Gig Harbor. Ph# 857-3276

INCORPORATED  
**WILLIS MARKETING**

P.O. Box 770  
3010 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335  
253-851-9100  
FAX 253-851-7756

3-27-00

To: The Gig Harbor City Council  
From: David and Wayne Willis  
Subject: Vertical Zoning

For the record, we want the City Council to know our position regarding this issue.

We feel that Vertical Zoning of the area our building is located in is a **mistake**. We have had retail type business' in our building over the years and we typically lose them when they move to a better location in Gig Harbor. We are at the end of the road with no other shops beyond us. Retail tenants never fair well at this location.

We feel that this will have a negative impact on the value of our building long term. If we sold the building we will now have a **building restricted to a limited market to draw from**. With the history of retailers we have had, the majority have not wanted long-term leases and often have gone out of business. We were then left trying to collect back lease money.

We DO NOT want this to go into effect.

Sincerely,

*David B. Willis*  
*Wayne Willis*

David Willis  
Wayne Willis

RECEIVED

MAR 27 2000

CITY OF GIG HARBOR

To; Gig Harbor city council members

RE: Your consideration of proposed zoning of "retail clustering"

In addition to adversely affecting property owners rights, I believe there are other issues that have not been addressed. This area and its quality of life will survive with or without Joannies clothing store, The keeping room, or Flippers sportswear. I have talked with numerous local residents who feel the promotion of Gig Harbor as a tourist attraction does very little for the quality of life for residents. Adopting this ordinance is an attempt to artificially support these businesses.

The downtown area is only so big. Over use of this area might be best for merchants, but is not what's best for local, or community wide residents who have to bear the problems that go with over use.

Those of us who live along Harborview Dr. and bear the brunt of pedestrian tourism want the council to consider our needs as well as the needs of the small number of downtown merchants. To preserve our quality of life I would ask the council to foster policies that avoid over use of our area.

I question that segments of the community have not been adequately heard and would urge the council to abandon this concept or send the ordinance back to the planning commission for additional public input.

Thank you very much for  
your consideration.

*Jim Francis*  
JIM FRANCIS  
370 21 HARBORVIEW DR

RECEIVED

MAR 13 2000

CITY OF GIG HARBOR

March 9, 2000

Mayor Wilbert  
City Council Members  
Planning Staff

RE; Proposed Amendments to Title 17, GHMC - Downtown Business District  
and Waterfront Commercial District

In stating my observations, it is important to point out; that I was not a member of the City Planning Commission during the time of public testimony or when they considered the testimony for the recommended changes presented to the Mayor and Council in the letter and documents dated February 21, 2000.

Thus, my observations should not be considered in conflict with my now fellow members of the Planning Commission.

The primary goal of this effort should be to guarantee the future of the two Districts as they are now; in character, size, mix and vision. A number other changes need to be made. In my opinion, should we "loose" an existing structure thru fire or other disaster the "existing" language may make it impossible to rebuild. I would suggest including language that assures the ability to replace with like or similar structures and not leave it to interpretation.

Please consider the following:

DB District:

17.31.050 Minimum lot standards

a. Minimum lot area (sq. ft.) 6,000 - Some of the lots may be below the 6,000 sq. ft. requirement. A footnote 1., like in 17.50.040 would give some protection. Buildings that may be on more than one lot need protection too.

17.31.060 Minimum building setback requirements.

.....shall be 20 feet with a dense vegetative screen on the commercial property.

Residential property owners have either encroached upon the commercial

property or "have lived on top of it for years" - little is gained by requiring the use of 20 feet of property for screening. In fact, if the screening got "too high" for some home owners they would consider it to be "obstructing their view".

17.31.070 Maximum impervious cover - 80%; this should be 100% in order to allow for rebuilding or building on some of the vacant lots between "wall to wall" existing structures. Since the DB District is on the uphill side of Harborview Drive there is no benefit gained for Waterview Access Opportunities by having less cover.

17.31.080 Maximum height - 16 ft.; few of the existing buildings are 16 ft. or less. The maximum should be increased to a height that is adequate for a two story building, using current building standards.


17.31.090 Parking - on private property. We all agree that parking is a concern; however, the area has to be served primarily with on street parking. To require otherwise on "small" lot properties in a downtown core is not realistic and could in the long run be self defeating.

15.50.020 Permitted uses - retail on the first floor. A number of existing buildings affected by this change were not designed/built to suit retail. Should any of these "offices" become vacant, it may be impossible to have a retailer move in, let alone be successful. A written provision needs to be included with this updating to protect those property owners.

In addition, I can not find the so called "50 foot" rule written in the updates, i.e. if the business is located 50 feet or more from the street and on the retail level, it can be non-retail. If the "50 foot" rule was intended, it needs to be included.

Thanks for taking the time to consider these points.

Sincerely,



James A. Pasin



## Towslee, Molly (Gig Harbor)

---

**From:** "CC" Williams [csquared@centurytel.net]  
**Sent:** Monday, April 10, 2000 9:39 AM  
**To:** towsleem@lesa.net  
**Subject:** Appeal support

Dear City Councilmember's:

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

Signed: Caron "CC" Williams

Caron "CC" Williams  
7216 32nd St CT NW  
Gig Harbor, WA 98335

## Towslee, Molly (Gig Harbor)

---

**From:** agjump [agjump@narrows.com]  
**Sent:** Sunday, April 09, 2000 4:51 PM  
**To:** towsleem@lesa.net  
**Subject:** Narrows Bridge

To: Molly Towslee  
Re: Narrows Bridge

Please distribute a copy of this letter to each council member and Mayor Wilbert. Thank you for your help.  
Anita Jump

Dear City Councilmember:

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a new Tacoma Narrows Bridge crammed down their throats by the DOT and politicians at the state level who are supposed to be acting in our best interests. Why would anyone want to pay a toll of \$5 for a bridge that ultimately gives us only two HOV lanes? There has to be a better solution and hopefully the city council will make that known by rejecting the impact statement.

Signed:  
Anita Jump  
9515 Johnson Ln  
Gig Harbor, WA 98332

**Towslee, Molly (Gig Harbor)**

---

**From:** Carl T. Fynboe [ctfynboe@harbornet.com]  
**Sent:** Friday, April 07, 2000 10:21 AM  
**To:** towsleem@lesa.net  
**Subject:** Bridge appeal

April 7, 2000

Molly Towslee, Gig Harbor City Clerk

To the members of the Gig Harbor City Council,

With many others I ask that you appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. From the beginning the entire project has been plagued with misinformation and incorrect statements of fact, particularly as it relates to the overall costs of the project and improper voting procedures, notwithstanding the inadequacy of the FEIS as it relates to the mitigation measures for the many areas included in the statement.

Thanks,

Carl T. Fynboe, Resident of the Gig Harbor/Peninsula area.

## Towslee, Molly (Gig Harbor)

---

**From:** Adkins, Gerald C. [ADKINGC@dshs.wa.gov]  
**Sent:** Thursday, April 06, 2000 9:54 AM  
**To:** 'towsleem@lesa.net'  
**Subject:** Narrows/SR16 PPI

Molly Townslee, GH City Clerk: May I ask that you provide each of the below listed GH City Council members with a copy of this letter. Thank you.

To: Gig Harbor City Council Member Derek Young, Frank Ruffo, Mark Robinson,  
John Picinich, Steven Ekberg, Marilyn Owel, Robert Dick & the Honorable Mayor Gretchen Wilbert

From: Jerry Adkins, Gig Harbor

Ladies and Gentlemen:

As a member of the Council representing the good people of Gig Harbor, I urge you to appeal the Final Environmental Impact Statement for the Narrows/SR16 PPI project. I believe the Final Environmental Impact Statement is deficient in many areas, particularly, regarding the lack of protection and disregard for the abundant, unique aquatic life that uses the vestiges of "Galloping Gertie" as a habitat. Many of the species prosper in that immediate area and must be left alone.

Secondarily, the PPI as proposed, is a flawed contract heavily slanted toward the business interests of a major for-profit corporation and definitely not in the best interests of the Gig Harbor Community, the residents of Pierce and Lower Kitsap County. The present agreement also fails in the following areas:

Offers no "un-tolled alternative"

offers no worthwhile public-agency oversight

creates a monopoly

gives away, for the life of the fifty year contract, a significant and important part of the state's transportation infrastructure

ignores the Washington State Legislature's mandate that the people most adversely-impacted by the project must have a majority voice whether to build or not build - 83% of GH voters voted against the project

Please consider these issues when you vote to approve the FEIS.

Thank you for your time and consideration.

## Towslee, Molly (Gig Harbor)

---

**From:** thomsedd [thomsedd@plu.edu]  
**Sent:** Wednesday, April 05, 2000 8:14 AM  
**To:** towsleem@lesa.net

Dear City Councilmember:

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

Signed:

Evelyn McNeal  
5 Raft Island  
Gig Harbor, Washington

PS: Please distribute this letter to each City Council member and Mayor Wilbert.

## Towslee, Molly (Gig Harbor)

---

**From:** Mark D Alastra [sharkstra@juno.com]  
**Sent:** Tuesday, April 04, 2000 8:47 PM  
**To:** towsleem@lesa.net  
**Cc:** pna@harbournet.com  
**Subject:** 2ND Narrows Bridge

Please forward this on to all of the City Council Members and Mayor Wilbert.

Dear City Council Member:

I am writing to request that the City of Gig Harbor appeal the final Environmental Impact Statement for the SR 16/Union Ave. vicinity to SR 302 vicinity project.

The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

PLEASE support the MAJORITY of voters in your city, who feel that we are entering into a very bad deal with the current proposed contract.

On a more personal note: the people who use the bridge everyday are the ones that are most affected by the slow commute and also the ones that will be mostly responsible for paying for the new bridge. As one of those people, my choice is to go with the slow commute until a more RESEASONABLE solution is proposed.

The bridge project has not yet begun construction and the cost has already DOUBLED!!!!

In the end, the current proposed contract will cost the hard working people of this area close to, or in excess of, 1 BILLION DOLLARS! I don't want to be forced to sell my home and move to the "other side" because the people who were elected to be the "voice" of the people, chose not to reject this bogus contract.

I thank you sincerely for your support,

Sheri & Mark Alastra  
4566 Alastra Lane  
Gig Harbor

## Towslee, Molly (Gig Harbor)

---

**From:** thomsedd [thomsedd@plu.edu]  
**Sent:** Tuesday, April 04, 2000 12:18 PM  
**To:** towsleem@lesa.net  
**Cc:** "derek young; frank ruffo; mark robinson; john picinich; steven ekbergmarilyn owelrobert dick; mayor gretchen wilbert"@plu.edu  
**Subject:** Oppose the Bridge

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR301 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

Evelyn McNeal  
5 Raft Island  
Gig Harbor, Wa.

**Towslee, Molly (Gig Harbor)**

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**From:** Myrna Nagle [mitredog@msn.com]  
**Sent:** Monday, April 03, 2000 3:04 PM  
**To:** towsleem@lesa.net  
**Subject:** second Narrows Bridge

Ms. Towslee,

Please distribute this letter to each of the councilmembers and the Mayor.

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

This bridge should not be built over the Narrows. It needs to cross Puget Sound at some other point north of Tacoma. The obvious place is a bridge over Vashon Island, with no exits on the island.

Myrna Nagle  
742 Berg Ct. NW  
Gig Harbor, WA 98335



## Towslee, Molly (Gig Harbor)

---

**From:** Gach, Robert J. [rjgach@DOC1.WA.GOV]  
**Sent:** Monday, April 03, 2000 10:17 AM  
**To:** 'towsleem@lesa.net'  
**Subject:** Final Environmental Impact Statement for Sr 16/Union Ave

Molly Towslee, I would appreciate it if you would distribute the following to each City Council member and Mayor Wilbert.

Dear Mayor Wilbert and City Councilmembers:

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The statement is inadequate as mitigation measures are lacking or are incomplete for numerous areas.

I would like your support for the majority of voters in Gig Harbor who believe they are getting a bad deal with the proposed new Tacoma Narrows Bridge.

Thank you for taking the time to listen to your neighbors.

Sincerely,

Robert & Chikako Gach  
6122 75th Ave Ct NW  
Gig Harbor, WA 98335

(253) 858-3765

**Towslee, Molly (Gig Harbor)**

**From:** kenneth vaarvik [kvaarvik@gte.net]  
**Sent:** Monday, April 03, 2000 10:02 AM  
**To:** Molly Towslee  
**Subject:** Narrows Bridge EIS

To: Molly Towslee, Gig Harbor City Clerk

Dear Ms. Towslee,

Please distribute a copy of the below letter to each council member and the mayor. Thank you for your assistance.

Sincerely,

Crystal Vaarvik  
857-4321

\*\*\*\*\*

Dear City Council:

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

I oppose the current plan for a new Narrows crossing. Please support the majority of voters in your City/County who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

Thank you,

Crystal and Ken Vaarvik

10521 74th Ave. NW  
Gig Harbor, WA 98332-6802  
857-4321

**Towslee, Molly (Gig Harbor)**

---

**From:** MelWohlman@aol.com  
**Sent:** Sunday, April 02, 2000 3:45 PM  
**To:** towsleem@lesa.net  
**Subject:** 2d Narrows Bridge

Dear Ms Towslee: Please distribute this message to each City Councilmember and Mayor Wilbert. My wife and I, (Shirley and Melvin Wohlman) reside in the City of Gig Harbor at 3222 Anne Marie Court, 98335. We request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Viicinty project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas. Please support the majority of voters in your City that feel they are "being had" by the method in which the new bridge construction , maintenance, operation and oversight was approved and contracted by DOT. The financial as well as environmental impact on Gig Harbor residents and the City is muddy at best.

**Towslee, Molly (Gig Harbor)**

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**From:** PBPARISH@aol.com  
**Sent:** Sunday, April 02, 2000 5:06 AM  
**To:** towsleem@lesa.net  
**Subject:** NARROWS BRIDGE

April 2, 2000

Mayor Gretchen Wilbert  
Derek Young  
Frank Ruffo  
Mark Robinson  
John Picinich  
Steven Ekberg  
Marilyn Owel  
Robert Dick

Dear Mayor and City Councilmembers:

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

Sincerely,

PENELOPE BARROW  
11219 74th Ave NW  
Gig Harbor, WA 98332

**Towslee, Molly (Gig Harbor)**

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**From:** Rick & Julie Bennett [nwholidays@email.msn.com]  
**Sent:** Saturday, April 01, 2000 8:28 PM  
**To:** towsleem@lesa.net  
**Subject:** city council member letter

Dear Molly,  
Please distribute the following to all of the council members. Thank you very much!  
-Julie Bennett

Dear City Councilmember

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

Signed:  
Julie Bennett  
4316 65th Ave. N.W.  
Gig Harbor, WA 98335

## Towslee, Molly (Gig Harbor)

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**From:** Peter Dale [mipedrodale@usa.net]  
**Sent:** Saturday, April 01, 2000 4:47 PM  
**To:** towsleem@lesa.net  
**Subject:** Requesting appeal of FEIS

Dear Molly,

Please distribute the following message to each City Councilmember.

Thank You,  
Peter Dale

Honorable City Councilmembers,

Please appeal the Final Environmental Impact Statement (FEIS) for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEIS is inadequate because mitigation measures are lacking and/or incomplete for numerous areas. Please support the majority of voters in your city who feel that they are getting a bad deal with the new Tacoma Narrows bridge.

Sincerely,

Peter & Martha Dale  
7404 Elk Creek Lane  
Gig Harbor, WA 98335

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**Towslee, Molly (Gig Harbor)**

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**From:** Randy [randydreadin@yahoo.com]  
**Sent:** Saturday, April 01, 2000 8:56 AM  
**To:** towsleem@lesa.net  
**Subject:** Narrows Bridge

Please distribute this to each city council member and the mayor.

Dear City Council member:

I am writing to request that the City of Gig Harbor appeal the Final Environmental Impact Statement for the SR 16/Union Avenue Vicinity to SR 302 Vicinity project. The FEES is inadequate as mitigation measures are lacking or incomplete for numerous areas.

Please support the majority of voters in your City who feel that they are getting a bad deal with the new Tacoma Narrows Bridge.

Signed:  
Randy Dreadin  
Dennis Olney  
3511 15th Ave CT NW  
Gig Harbor, WA 98335

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