

Gig Harbor City Council Meeting



October 26, 1998

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
October 26, 1998 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING:

Revenue Sources - 1999 General Fund Budget.

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 October 12, 1998 City Council meeting.
2. Correspondence / Proclamations – Informational.
DNR – Thank you note.
3. Approval of Payment of Bills for 10/26/98:
Checks #21165 through #21264 in the amount of \$ 109,248.40.
4. Special Occasion Liquor License – St. Nicholas Church.

OLD BUSINESS:

1. Fairway Estates Annexation – Resolution – Call for Public Hearing.

NEW BUSINESS:

1. Hearing Examiner Contract – McConnell Burke.
2. First Reading of Ordinance – Repeal of GHMC Chapter 5.04 Amusement Devices.
3. Sellers Street Improvement Project – Change Order # 1.
4. Jerisich Park Dock Project Closure – Change Order # 1.
5. 38th Avenue Right-of-Way Dedication.
6. First Reading of Ordinance – Levying General Property Taxes for 1999.
7. Closed Record Appeal – appeal of Hearing Examiner's decision by Harbor Condo Marina Association (SDP 97-03: Ross Shoreline Management Permit).

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

1. Dave Rodenbach, Finance Director – Third Quarter Financial Report.

ADJOURN:



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH
DATE: OCTOBER 21, 1998
SUBJECT: PUBLIC HEARING - REVENUE SOURCES - 1999 GENERAL FUND BUDGET

INTRODUCTION

Chapter 251, Laws of 1995 requires cities to hold a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

General Fund Revenue Summary

Revenue Source	1997	1998	1999 (preliminary)
Property Taxes (30% is budgeted in the Street Fund)	\$300,000	\$500,000	\$500,000
Sales Tax	1,800,000	1,900,000	2,000,000
Other Taxes	490,000	560,000	675,000
Licenses and Permits	132,300	140,700	185,000
Intergovernmental Revenues	250,000	343,000	250,000
Fines and Forfeits	90,000	90,000	96,800
Miscellaneous Revenues	113,500	149,500	104,000
Total Revenues	3,175,800	3,683,200	3,810,800
Beginning Cash Balance	600,000	136,500	900,000
Total Resources	\$3,775,800	\$3,819,700	\$4,710,800

The "city" portion of property taxes is shared by the City, Fire District and Library District and is limited to \$3.60 per thousand of assessed valuation in total (except for voted "excess levies"). The 1998 rates are: City - \$1.6000; Fire District - \$1.5000; Library District - \$0.5000; Total - \$3.6000. Each year the tax rate is also limited by the 106% limit which prevents taxes on existing property from increasing more than 6% per year. The calculation of assessed valuation and the various limits is performed by the County and results in a reliable estimate of revenue in December or January.

There are no increases in property, sales, or any other tax rates proposed by the City for 1999.

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 12, 1998

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

CALL TO ORDER: 7:01 p.m.

CONSENT AGENDA:

1. Approval of the Minutes of the September 28, 1998 City Council meeting.
2. Correspondence / Proclamations – Informational.
None submitted.
3. Approval of Payment of Bills for 10/12/98:
Checks #21067 through #21164 in the amount of \$94,572.06.
4. Approval of Payroll for September.
Checks # 16402 through #16551 in the amount of \$273,286.74.
5. Special Occasion Liquor License – Knights of Columbus.
6. Liquor License Application – Pinocchio Seafood & Chowder House.
7. Liquor License Renewals – Olympic Village BP.

MOTION: Move to approve the consent agenda.
Markovich/Picinich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Amendment to Chapter 18.04 and Section 19.05.009 Establishing Time Limits on the Preparation of Environmental Impact Statements. Ray Gilmore, Planning Director, introduced this second reading of an ordinance adopting time limits for the preparation and issuance of environmental impact statements.

MOTION: Move to adopt Ordinance No. 803.
Owel/Markovich – unanimously approved.

NEW BUSINESS:

1. Sellers Street Improvement Project – Bid Award. Wes Hill, Public Works Director, explained that two contractors responded with a bid to perform the Sellers Street Improvements. He added that both bids were over the engineer's estimate, but that a change order reducing the structural pavement would reduce the overall cost of the construction. He recommended award of the contract to Woodworth & Company.

MOTION: Move to approve award of the contract for the Sellers Street Improvement Project to Woodworth & Company, Inc., as the lowest responsible respondent, in the amount of forty-three thousand nine hundred forty dollars and no cents (\$43,940).

Markovich/Picinich – unanimously approved.

2. First Reading of Ordinance – Amending Title 19 of the GHMC – Administration of Development Regulation. Ray Gilmore presented this ordinance amending the portion of the code governing permit process administration. He gave an overview of the proposed changes and explained that eliminating the SEPA posting requirements had reduced the burden upon staff, and due to that fact, he felt comfortable with leaving language in the ordinance regarding posting requirement for public hearings on Type III and Type IV project permit applications. Carol Morris, Legal Counsel, explained that the ordinance had been drafted over a year ago, and since that time regulatory reform had occurred, requiring changes that would be incorporated before the second reading of the ordinance.

3. Contract for Pro-Tem Hearing Examiner Services. Ray Gilmore explained that as a result of a potential conflict of interest with the current Hearing Examiner and a pending appeal, it was necessary to retain Pro-Tem Hearing Examiner Services. He gave an overview of qualifications, and recommended retaining the services of Judith Bendor for all the hearing examiner proceedings related to the Gig Harbor North Retail appeal.

MOTION: Move to approve the contract for pro-tem Hearing Examiner with Judith Bendor for the same amount that McConnell Burke performed the service. Picinich/Owel – unanimously approved.

4. Juror Services Contract. Mark Hoppen presented this renewal of a contract with Superior Court to provide pre-qualified jurors. He explained that there was a slight increase in fees over last year and recommended approval.

MOTION: Move approval of the juror services contract for 1999.
Markovich/Ekberg – unanimously approved.

5. First Amendment to Sanitary Sewer Easement – Gig Harbor Corporate Center. Mark Hoppen explained that a due to an issue relating to the city's sewer easement on the property, an amendment to the language in the original easement agreement was being

proposed. He explained that the amendment would further define the easement and reassure the lender on the project, which would allow the property to close.

MOTION: Move to approve the First Amendment to Sanitary Sewer Easement as presented.

Markovich/Picinich – unanimously approved.

6. Resolution – Adopting an Investment Policy. Dave Rodenbach, Finance Director, explained that the current investment policy from the 1980s is outdated. He said that the proposed resolution was modeled after successful policies in other jurisdictions and had been placed before the Washington Municipal Treasurer's Association and certified by them to contain pertinent elements. Councilmember Dick asked if this policy provides direction to the County Treasurer for investment of funds from collections to be paid to the city. Dave said there was no provision for any instruction of this type to the County, but that he would inquire what instructions would be required.

MOTION: Move to adopt Resolution No. 524.

Markovich/Picinich – unanimously approved.

PUBLIC COMMENT/DISCUSSION:

Tom Morfee, representing PNA. Mr. Morfee apologized for being late to the meeting and explained that he wished to speak on the ordinance amending the administration of development regulations. He said that in his experience, posting of property was the number one way jurisdictions communicate with the community, and that he was concerned with the language abolishing posting requirements. He suggested modifying the section making it mandatory to publish notice and post property for Class III and Class IV projects, as the community relies on this form of noticing. Councilmember Ekberg explained to Mr. Morfee that if he had been present during discussion of this agenda item, he would be aware that this had been discussed, and that adjustments would be made to the ordinance before the next reading to allow the language for posting requirements to remain.

COUNCIL COMMENTS: None.

STAFF REPORTS:

1. GHPD – September Stats. No verbal report was given.
2. Dave Rodenbach, Finance Director – Gambling Tax and Amusement Device Fees. Mr. Rodenbach explained that at the last council meeting he had been asked to look at the city's gambling tax and amusement device license fees. He gave an overview of the gambling tax structure and said that he felt that it doesn't appear to be excessive. He recommend no change to the gambling tax. He continued with the amusement license fees, adding that the city has one of the highest rates in the area. He said that there is not much revenue from these fees and that the amusement provisions are hard to enforce.

Councilmember Ekberg asked if there was a way to modify the amusement license structure. Mr. Rodenbach said it could be structured in any way that Council recommended. Councilmember Young recommended eliminating the fee altogether. Councilmember Markovich agreed and made the following motion.

MOTION: Move that we prepare this item for action and bring it back at the next meeting.
Markovich/Picinich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:40 p.m.
Platt/Picinich - unanimously approved.

Cassette recorder utilized:
Tape 506 Side A 359 - end.
Tape 506 Side B 000 – end.
Tape 507 Side A 000 – 035.

Mayor

City Clerk



WASHINGTON STATE DEPARTMENT OF
Natural Resources

JENNIFER M. BELCHER
Commissioner of Public Lands

October 8, 1998

RECEIVED
OCT 13 1998
CITY OF GIG HARBOR

Mayor Gretchen Wilbert
City of Gig Harbor
3015 Judson St.
Gig Harbor, WA 98335

Dear Mayor Wilbert:

On behalf of the Department of Natural Resources and the Washington Community Forestry Council, I would like to thank you and the City of Gig Harbor for your hospitality.

Your community served as an ideal backdrop for this meeting by highlighting many of the issues facing the cities in our State. Washington's continued population growth and urbanization is putting a higher and higher premium on small communities like Gig Harbor.

It was a pleasure to take a tour of the town and see how Gig Harbor is holding up in the face of rapid growth. I am sure everyone agreed, you're doing pretty well.

Once again, thanks.

Yours treely,

Kevin LeClair
Community Assistance Forester

KL:rt

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RECEIVED

OCT 16 1998

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

October 13, 1998

SPECIAL OCCASION # 360342

ST. NICHOLAS CHURCH
3510 ROSEDALE ST
GIG HARBOR, WA 98335

DATE: NOVEMBER 8, 1998

TIME: 12PM TO 6PM

PLACE: ST. NICHOLAS HALL - 3510 ROSEDALE, GIG HARBOR

CONTACT: MARK MACLEOD - 253-537-2610

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES___ NO___
2. Do you approve of location? YES___ NO___
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES___ NO___

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES___ NO___
HEALTH & SANITATION	_____	YES___ NO___
FIRE, BUILDING, ZONING	_____	YES___ NO___
OTHER:	_____	YES___ NO___

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

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



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: PLANNING-BUILDING DEPT., RAY GILMORE
SUBJECT: RESOLUTION --CALL FOR PUBLIC HEARING--FAIRWAY ESTATES
ANNEXATION
DATE: OCTOBER 22, 1998

BACKGROUND/INTRODUCTION

The Pierce County Assessor has certified the petition for the Fairway Estates annexation. The annexation may now proceed. RCW 35A.14.130 requires the legislative body to set a date for a public hearing.

POLICY ISSUES

Only one public hearing is required. This may take place at the first reading of the ordinance.

RECOMMENDATION

The next available council meeting date would be November 23rd, allowing for legal publication two weeks prior to the hearing date. A resolution is attached for Council's consideration.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
SETTING A DATE A FOR PUBLIC HEARING FOR THE FAIRWAY
ESTATES ANNEXATION.**

WHEREAS, a petition bearing the signatures of not less than 60% of the owners of assessed evaluation within the Fairway Estates Subdivision has been certified for sufficiency by the Pierce County Assessor; and,

WHEREAS, RCW 35A.14.130 requires that legislative body shall set a date for a public hearing; and,

WHEREAS, sufficient legal notice includes publication in the official local gazette not less than ten nor more than 30 days prior to the hearing date (§19.03.003(D)).

WHEREAS, the next available date for consideration by Council would be November 23rd, 1998.

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

The City Council establishes a hearing date of November 23, 1998, for the Fairway Estates Annexation petition.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk
City Clerk

Filed with City Clerk: October 22, 1998
Passed by City Council:



Pierce County

Office of the Assessor-Treasurer

2401 South 35th Street, Room 142
Tacoma, Washington 98409-7498
(253) 798-6111 • FAX (253) 798-3142
ATLAS (253) 798-3333
www.co.pierce.wa.us

BARBARA GELMAN
Assessor-Treasurer

PIERRE D. PELTIER
Deputy Assessor-Treasurer

RECEIVED
CITY OF GIG HARBOR

OCT 09 1998

PLANNING AND BUILDING
SERVICES

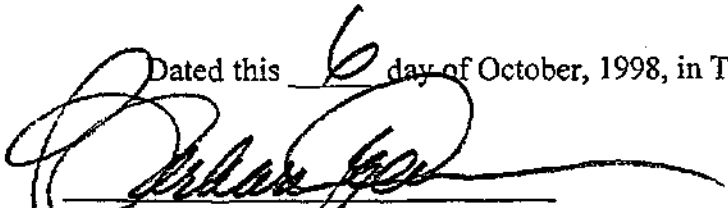
State of Washington)
County of Pierce) ss.

DECLARATION

I, Barbara Gelman, Assessor-Treasurer of Pierce County, do hereby certify that the petition entitled: Fairway Estates Annexation, submitted to me by the City of Gig Harbor bears the names and purported signatures of persons who are owners or part-owners of parcels of real property lying within the proposed annexation as having an assessed value of more than sixty percent (60%) of the assessed value of the total proposed annexation area. The undersigned cannot certify the authenticity of the signatures of such named owners, because authenticated signatures of all such owners are not required to be kept in the records of Pierce County for such real property.

I declare under penalty of perjury under the laws of the State of Washington that I have read the foregoing declaration, and know the contents thereof to be true.

Dated this 6 day of October, 1998, in Tacoma, Washington.


Barbara Gelman, Assessor-Treasurer





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: HEARING EXAMINER CONTRACT
DATE: OCTOBER 6, 1998

INFORMATION/BACKGROUND

Attached is the proposed Hearing Examiner contract for 1999. Ron McConnell, our current Hearing Examiner, has requested a \$1.45 per hour rate increase in his standard fee, from \$97.85 to \$99.30 per hour. Additionally, an increase in the secretarial service rate is requested from \$39.25 to \$39.85. In both cases, the increase is 1.5%. Last year's 1998 increase was 1.6% for examiner service and 3% secretarial service.

CONTRACTURAL ISSUES

This contract defines the Hearing Examiner duties as those duties which are defined by city code and Washington state statute. The agreement clarifies the employment relationship of the Hearing Examiner to the city. The agreement was previously approved as to form by Legal Counsel.

RECOMMENDATION

Staff recommends approval of this contract as presented.

**CONTRACT FOR PROFESSIONAL SERVICES
CITY OF GIG HARBOR
HEARING EXAMINER**

WHEREAS, the City of Gig Harbor has created the position of Land Use Hearing Examiner under Gig Harbor Municipal Code (GHMC);

WHEREAS, the City wishes to contract with a person meeting the requirements set forth in GHMC for the position of Hearing Examiner, under the terms and conditions set forth in that chapter; and

WHEREAS, said individual will be responsible for the duties of Hearing Examiner described in GHMC; NOW, THEREFORE,

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. **Duties.** The Hearing Examiner shall be responsible for carrying out all of the duties set forth in GHMC, and all other actions reasonable necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein. In addition, the Hearing Examiner shall prepare monthly reports on or before the 15th day of each month for the preceding month which shall document his hours of service and his travel, photocopying, mailing, and telephone expenses incurred in the performance of duties under this Agreement.
2. **Compensation.**
 - A. The Hearing Examiner shall provide services to the City at an hourly rate of **NINETY NINE DOLLARS AND THIRTY CENTS (\$99.30)** for performance of the duties described herein. The City agrees to compensate the Examiner at the above rate based on a minimum of **TWO AND HALF (2.5)** hours for each public hearing, meeting, and/or site visit conducted in Gig Harbor.
 - B. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at **THIRTY ONE POINT 5 CENTS (\$.315)** per mile. In addition, the City shall reimburse the Examiner for secretarial services a rate of **THIRTY NINE DOLLARS AND EIGHTY FIVE (\$39.85)** dollars per hour. The city shall also reimburse the examiner for his costs involved in photocopying, mailing, and telephone expenses incurred in the performance of his duties as Examiner.
 - C. The Examiner shall receive annual performance evaluations from the City Administrator and/or Planning Director annually.

3. Term. This Agreement shall be effective upon execution, and shall run through DECEMBER 31, 1999.

4. Examiners Pro Tem. In the event of a conflict or disqualification or when in the discretion of the Hearing Examiner or regular Examiner Pro Tem, the use of an Examiner Pro Tem is required, the Mayor shall appoint a temporary Examiner Pro Tem to hear cases.

5. Billing and Payment. The City shall make (monthly) payments to the Examiner, within 45 days of receipt of his report described in Section 1 herein.

6. Employee Status. The employment relations of the Examiner shall be governed by this Agreement. The Examiner is an independent contractor providing professional services to the City pursuant to this Agreement. The Examiner maintains other professional offices, and provides professional services to clients other than the City of Gig Harbor. As such, the Examiner is not an employee of the City, and shall be responsible for the payment of federal income tax and other taxes, fees or charges from the compensation paid to the Examiner by the City. The Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, overtime, compensatory time or any other benefit not specifically addressed and provided for by this Agreement. The Examiner shall be subject to the rules of conduct of the relevant personnel policies of the City of Gig Harbor, RCW 35A.42.020 and RCW 35A.42.050, as the same now exists or may hereafter be amended.

7. Conflict of Interest. It is acknowledged that the Examiner will provide work and services for other clients in the course of their business. The Examiner agrees not to perform such services for other clients where a conflict of interest or other violation may exist.

8. Rules of Procedure. The Examiner shall be responsible for recommending rules of proceedings before the City Hearing Examiner, which rules shall be adopted by Council resolution. In addition, the Examiner shall be responsible for recommending necessary changes to those ruled

9. Indemnification. The Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from any action of the Examiner that is outside the scope of his official duties, as described in this Agreement, GHMC, RCW 35A.42.020 and RCW 35A.42.050.

10. Nonexclusive contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners and to contract for additional services in the future. Nothing herein shall be interpreted to prohibit such future appointments nor to guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Examiner in future years. The City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

11. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statements or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

12. Renewal. This Agreement shall be renewable by the City by giving THIRTY (30) days written notice prior to the conclusion of the contract term. Failure to do so will terminate the Agreement. Renewal shall be effective upon written acknowledgment and renewal by the Examiner.

13. Termination. This Agreement may be terminated by the City for the Examiner's misconduct, failure to complete the duties described under this Agreement and in GHMC, or within the time frames specified therein, or for his failure to complete such work in a manner satisfactory to the City. In the event of termination, the City shall pay for all services satisfactorily performed by the Examiner to the effective date of termination, as described in his final report submitted to the City. Upon termination, the City may take possession of all records and documents in the Examiner's possession pertaining to this Agreement.

14. Resolution of Disputes. 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, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be within the Pierce County Superior Court in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorney fees incurred in any litigation arising out of the enforcement of this Agreement.

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

16. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

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

CITY: City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

EXAMINER: Ron McConnell
EXAMINER PRO TEM: Robert Burke
10604 N.E. 38th Place, Suite 227
Kirkland, WA 98033

DATED this _____ day of _____, 1998.

CITY OF GIG HARBOR

HEARING EXAMINER

BY: _____

Its _____

APPROVED FOR FORM:

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
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: REPEAL OF GHMC CHAPTER 5.04 AMUSEMENT DEVICES
DATE: JULY 20, 1998

INFORMATION/BACKGROUND

At the last Council Meeting, Council unanimously approved a motion that an ordinance for the repeal of the amusement fee provision of the Gig Harbor Municipal Code be forwarded to the City Council for the meeting of October 26, 1998. Finance Director Dave Rodenbach's staff report from the October 12, 1998, Council Meeting is attached for reference.

POLICY CONSIDERATIONS

Eliminating the amusement fee provision is best accomplished by eliminating the entire GHMC Chapter 5.04. There appears to be no current or anticipated enforcement necessity for the tax and enforcement provisions of this long-standing local code.

FISCAL CONSIDERATIONS

The elimination of amusement fees in 1999 will likely result in the loss of slightly more than \$9000 in anticipated tax revenue to the city's General Fund.

RECOMMENDATION

This is the first reading of this ordinance. The ordinance can be passed as written or as amended at the second reading.

0008.080.001
JBT/
10/19/98

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE REGULATION OF AMUSEMENT DEVICES, AND REPEALING THE AMUSEMENT LICENSE PROVISIONS CODIFIED IN CHAPTER 5.04 OF THE GIG HARBOR MUNICIPAL CODE AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, RCW 35A.82.020 authorizes cities to regulate certain types of business activity, and leaves to the discretion of cities whether or not to license or regulate certain types of businesses; and

WHEREAS, Chapter 5.04 of the Gig Harbor Municipal Code has imposed licensing provisions upon amusement devices; and

WHEREAS, the City Council finds it to be in the best interests of the City to cease regulation of amusement devices; now, therefore,

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

Section 1. Chapter 5.04 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE REGULATION OF AMUSEMENT DEVICES, AND REPEALING THE AMUSEMENT LICENSE PROVISIONS CODIFIED IN CHAPTER 5.04 OF THE GIG HARBOR MUNICIPAL CODE AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

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

DATED this _____ day of _____, 199_.

CITY CLERK, MOLLY TOWSLEE

Chapter 5.04

AMUSEMENT DEVICES¹

Sections:

- 5.04.010 Definitions.
- 5.04.020 Location, license requirements.
- 5.04.030 Amusement device licenses.
- 5.04.040 Existing operators and location owners.
- 5.04.050 License fee schedule – Revocation conditions.
- 5.04.060 Prohibited devices designated.
- 5.04.070 Violations designated – Penalties.

5.04.010 Definitions.

For the purposes of this chapter, words and phrases shall have the following meanings:

A. "Amusement device" means any machine or device designated to be operated or used for playing a game upon the insertion or payment of a coin, or trade check, or other thing of value, or upon payment of a fee, and which is based on skill and is played or operated only for amusement and entertainment of the player, but shall not mean or include any machine or device used exclusively for the vending of merchandise.

B. "Location owner" means any person who displays amusement devices and avails them to the public for use, play, or operation.

C. "Operator" means any person who leases or rents to or places with others any amusement device.

D. "Person" means and includes any individual, corporation, partnership or association. (Ord. 395 § 1, 1982).

5.04.020 Location, license requirements.

A. A location amusement device license shall be required for each place in which there is displayed, exhibited or exposed or permitted to be displayed, exhibited or exposed for purposes of use, play or operation, any amusement device which license shall indicate thereon the number of such devices which may be exhibited or displayed for use or play. Application for such license shall be made at Gig Harbor City Hall. A license shall be received before locating an amusement device.

B. Any holder of a location license may own any amusement device located at the place covered by such location license. But any such person who has an arrangement or understanding with any

other holder of a location license whereby exchanges or trades of amusement devices are made between such persons who, during any license period, transfers from one location to another any amusement device, shall be deemed to be an operator, and shall be required to have an amusement device license as provided in this chapter. (Ord. 395 § 2, 1982).

5.04.030 Amusement device licenses.

A. An amusement device license shall be required for any operator renting or placing with another for use or play, or for any person exhibiting for use or play, any amusement device. Application for such a license shall be made before operating an amusement device.

B. Such license shall not be transferable from one amusement device to another or from one person to another. Any amusement device license which shall be changed, mutilated, erased or in any manner defaced shall be void, and any amusement device which the same shall purport to license shall be deemed an unlicensed machine. (Ord. 395 § 3, 1982).

5.04.040 Existing operators and location owners.

Every operator of an amusement device, and every owner of a location where an amusement device is operated at the effective date of the ordinance codified in this chapter shall apply for the appropriate license within five business days after the effective date of said ordinance. Application shall be made at Gig Harbor City Hall. (Ord. 395 § 4, 1982).

5.04.050 License fee schedule – Revocation conditions.

A. The license fees for amusement devices, the location and operation thereof, shall be and are hereby fixed as follows:

1. Location amusement device license: For each location – \$10.00 per month for each amusement device, collected semiannually;

2. Amusement device license – \$200.00 per year.

B. Licenses shall be revoked for failure to pay the license fees.

C. License fees shall be paid in advance of operating or locating amusement devices. (Ord. 395 § 6, 1982).

5.04.060 Prohibited devices designated.

It is unlawful to sell, operate, or use or permit to be operated or used, or to process, exhibit or dis-

1. Prior legislation: Ord. 374.

play with intent that the same shall be sold, operated or used, any device wherein the element of chance or a combination of the elements of chance or skill is involved, or any other device customarily used for gambling, or which tends to promote or encourage gambling; and nothing contained in this chapter is intended to legalize or authorize the licensing or the operation of slot machines or other gambling devices or games. Devices defined in RCW 9.46.020(9) shall be deemed gambling devices. (Ord. 395 § 5, 1982).

5.04.070 Violations designated – Penalties.

It shall be the duty of all persons leasing, renting, placing or operating on location any amusement device to comply with the provisions of this chapter. Failure to comply shall be a violation of this chapter, and shall result in the assessment of one or all of the following penalties:

A. The amusement device operator or location owner acting in violation of this chapter shall be liable for and assessed a penalty by the city in the amount of \$5.00 a calendar day for each and every day of violation. The penalty assessed shall accumulate until the amusement device is removed from use by the public or until the date application for license is made.

B. In addition to the above, the city shall suspend the business license of the amusement device operator or location owner who does not pay the penalty assessed and apply for appropriate license within 30 calendar days after receiving written notice from the city.

C. A new business license shall not issue until the penalty assessed is paid in full and a new business license fee is paid.

D. A business license shall not be suspended under this chapter unless and until ordered by the city council at a regular meeting of the city council held at least 15 calendar days after sending written notice to the business owner of the date of the meeting at which the city council will consider the suspension of the business owner's license. (Ord. 395 § 7, 1982).

Chapter 5.06

COMMERCIAL/BUSINESS USE OF PUBLIC LANDS AND STRUCTURES

Sections:

5.06.010 Private use of public property.

5.06.010 Private use of public property.

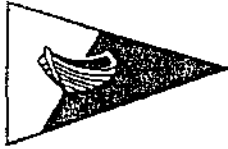
A. When private use is made of any public land or public structures, such private use shall fully conform to the regulations set forth in this title.

B. Commercial/business uses of public land and structures, including streets and sidewalks, shall not be permitted except as follows:

1. In those limited instances where a business license is required for special occasions for a community promoted/sponsored festival or event. The issuance of a business license shall serve as authorization;

2. A business which uses a public sidewalk fronting the business establishment as part of the normal service of the business. Such use shall be reviewed and approved by the public works director and planning director if such use does not unreasonably restrict or limit pedestrian movement or circulation, does not present a traffic hazard and is allowed within the zoning district.

C. Commercial/business users or festival/special occasion sponsors shall obtain insurance, with limits, and coverages as required by the city administration. The city shall be named as additional insured in respect to all coverages. (Ord. 605 § 1, 1991).



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: October 7, 1998
SUBJECT: GAMBLING TAX AND AND AMUSEMENT DEVICE FEES

BACKGROUND

The gambling activities that are legal within the City are classified as "*commercial stimulants*", according to RCW 9.46.0217. The state code classifies activities that are operated in connection with an established business for the purpose of increasing the volume of sales of food or drink for consumption on those business premises as commercial stimulants.

The City currently taxes these activities at five percent of gross receipts from the operation of punch boards and pull-tabs. State law provides the option of taxing a maximum of either five percent of gross receipts or ten percent of net gambling receipts.

The tax imposed by the City does not appear to be excessive when you consider the fact that all these gambling activities are commercial stimulants, as opposed to primary business activities. Our review of 1997 tax returns revealed an average profit of 13% indicating that the City tax is not interfering with the intended purpose of these activities.

A comparison of the City's amusement device fees is attached for your consideration.

FINANCIAL CONSIDERATIONS

Gambling tax revenues in 1997 were \$70,600 and are expected to be \$80,000 in 1998. Based upon this level of gambling tax revenues we estimate gross gambling receipts of \$1,600,000 for 1998.

1997 gambling activity within the city is summarized below.

		% of Gross
Businesses reporting	8	
Gross gambling receipts	\$1,537,838	
Prizes Paid	1,041,115	68%
Net gambling receipts	496,723	32%
Total expenses	301,540	20%
Net gambling income	\$ 195,183	13%

Gross receipts for individual businesses ranged from \$18,000 to nearly \$500,000 in 1997; with the average being \$192,000. Revenues generated by amusement device fees were \$9,150 in 1997 and are expected to be about the same in 1998.

RECOMMENDATION

Staff recommends no changes to the City's gambling tax and makes no recommendation concerning amusement device fees.

AMUSEMENT DEVICE LICENSE SURVEY

City	Annual Fee	Notes
Enumclaw	\$ 12.00	<ul style="list-style-type: none"> • Fee for first device. The fee for each additional device shall be double the fee of the preceding device.
Fife	\$ 0.00	<ul style="list-style-type: none"> • 0-4 machines – no fee
	\$ 50.00	<ul style="list-style-type: none"> • 5 or more machines \$50.00 each, per year • Licensed liquor establishments exempt
Gig Harbor	\$200.00	<ul style="list-style-type: none"> • Per machine – distributor fee
	\$ 10.00	<ul style="list-style-type: none"> • Per machine – location license • 2% of gross revenues, business owner
Mukilteo	\$ 30.00	<ul style="list-style-type: none"> • 0 – 5 machines
	\$250.00	<ul style="list-style-type: none"> • 6 or more, one fee covers all machines
Poulsbo	no fee	<ul style="list-style-type: none"> • Amusement center would pay business license only.
Sequim	\$ 25.00	<ul style="list-style-type: none"> • Penalty for violation is \$300
Sumner	\$ 50.00	<ul style="list-style-type: none"> • Annual per machine
	\$ 25.00	<ul style="list-style-type: none"> • Games located in churches or schools • Penalty for violation is \$300
Tukwila	\$ 50.00	<ul style="list-style-type: none"> • Annual per machine
	\$500.00	<ul style="list-style-type: none"> • Per Center, Per year
Tacoma	\$ 10.00	<ul style="list-style-type: none"> • Amusement Location License, per year, place of business (notes number of machines allowed for play)
	\$100.00	<ul style="list-style-type: none"> • 1-50 machines - Distributor License
	\$200.00	<ul style="list-style-type: none"> • 51 to 100 machines – Distributor License
	\$300.00	<ul style="list-style-type: none"> • 100 to 200 machines - Distributor License
	\$ 50.00	<ul style="list-style-type: none"> • Each over 200 machines, per year
	\$ 10.00	<ul style="list-style-type: none"> • Amusement Device License, per quarter, owner of machine
Vancouver	\$ 50.00	<ul style="list-style-type: none"> • Machine License, per year
	\$ 25.00	<ul style="list-style-type: none"> • Machine license, after July 1
	\$300.00	<ul style="list-style-type: none"> • Distributor fee, city wide, per year



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SELLERS STREET IMPROVEMENT PROJECT (CSP NO. 98-08)
- CHANGE ORDER NO. 1
DATE: OCTOBER 22, 1998

INTRODUCTION/BACKGROUND

On October 12, 1998 Council awarded the subject contract to Woodworth and Company, Inc. The price quotations received exceeded the Engineer's estimate of \$36,888. In conjunction with the Contractor, potential cost savings have been identified and are incorporated in the attached change order. The proposed changes reduce the road width by two feet (twenty feet plus thickened edge on each side), decrease the pavement section, and eliminate survey-related work.

Council authorization to execute Change Order No. 1 is being requested. Work is scheduled to begin Monday, November 2, 1998, and to be completed within two weeks depending on the weather.

ISSUES/FISCAL IMPACT

Change Order No. 1 will reduce the contract amount of \$43,940 by \$7,462 for a new estimated contract amount of \$36,478.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 1 to the Sellers Street Improvement Project (CSP No. 98-08).

CITY OF GIG HARBOR
 PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 7</u> Date <u>10/22/98</u>	<h2 style="margin: 0;">CHANGE ORDER</h2>	Change Order Number <u>1</u>
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	CONTRACT NO.: <u>C.S.P. 98-08</u> Sellers Street Improvement Project	
ENDORSED BY: <u>Woodworth & Co., Inc.</u> <small>COMPANY NAME</small> <small>SIGNATURE</small> <u>10-22-98</u> <small>DATE</small> TITLE: <u>Project Manager</u>	TO: <u>Woodworth & Co., Inc.</u> <u>1200 East D Street</u> <u>Tacoma, WA, 98421</u>	
Consent Given by Surety (When required): BY: _____ DATE _____ <small>ATTORNEY IN-FACT</small>		

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

The street section is reduced in width, and the depth of Asphalt Treated Base, and Asphalt Concrete Pavement Class A are revised as shown on the attached plan sheets, and the quantities and unit prices are revised accordingly. Bid Item 10, "Surveying," and Bid Item 13, "Monument Casing and Cover," are deleted. SEE ATTACHED.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>43,940.00</u>	\$ <u>43,940</u>	\$ <u>(7,462.00)</u>	\$ <u>36,478</u>
<input type="checkbox"/> APPROVAL RECOMMENDED: _____ <small>PUBLIC WORKS DIRECTOR</small>	<input type="checkbox"/> APPROVED: _____ <small>DATE</small>	<input type="checkbox"/> APPROVAL RECOMMENDED: _____ <small>CITY ADMINISTRATOR</small>	<input checked="" type="checkbox"/> APPROVED: _____ <small>DATE</small>
<input type="checkbox"/> APPROVED: _____ <small>MAYOR</small>		DATE: _____	

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.

Price Quotation Proposal - Schedule of Prices:

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	Roadway Excavation Incl. Haul	150 C.Y.	\$44.33 per C.Y.	\$ 6,650.00
2	Embankment Compaction	25-C.Y.	\$10.00 per C.Y.	\$ 250.00
3	Asphalt Conc. Pavement, Cl. A	120 TONS	\$61.67 per TON	\$ 7,400.00
4	Crushed Surfacing Top Course	14 TONS	\$50.00 per TON	\$ 700.00
5	Plain conc. Storm Sewer Pipe, 12 in. Diam	58-L.F.	\$40.00 per L.F.	\$ 2,320.00
6	Catch Basin, Type 1	2 EACH	\$900.00 per EA.	\$ 1,800.00
7	Asphalt Treated Base	205 TONS	\$58.28 per TON	\$11,948.00
8	Temporary Water Pollution / Erosion Control	\$500.00 DOLLARS	\$ per EST.	\$ 500.00
9	Traffic Control	\$1,000.00 DOLLARS	\$ per EST.	\$ 1,000.00
10	Surveying	\$ LUMP SUM	\$1,000.00 per L.S.	\$ 0
11	Adjust Catch Basin	1 EACH	\$350.00 per EA.	\$ 350.00
12	Trimming and Cleanup	\$ LUMP SUM	\$800.00 per L.S.	\$ 800.00
13	Monument Case and Cover	4 EACH	\$125.00 per EA.	\$ 0
14	Cement Concrete Driveway Repair	50-S.Y.	\$ 30.00 per S.Y.	\$ 1,500.00

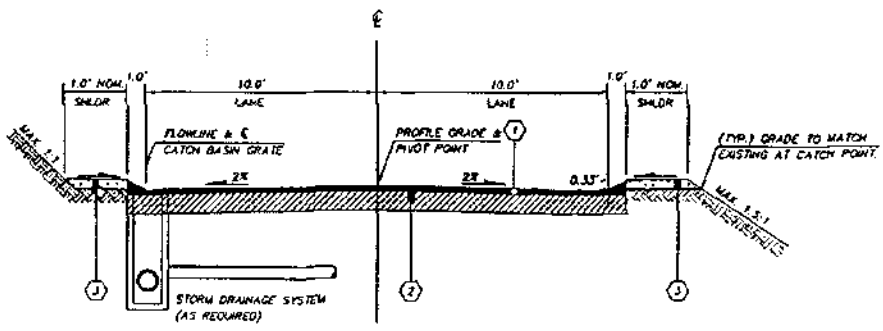
Mayor and City Council: Price Quotation Proposal
 - Sellers Street Improvement Project, C.S.P. No. 98-08 – Change Order No. 1
 October 7, 1997
 Page 3 of 4

15	Asphalt Conc. Approach Cl. A	42 S.Y.	\$30.00	\$ 1,260.00
	TOTAL			\$36,478.00

TOTAL: Thirty-six thousand four hundred seventy-eight dollars
 and no cents.

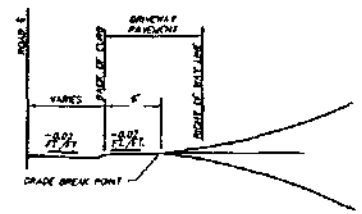
Receipt of Addenda ____, ____, and ____ are hereby acknowledged.

GO TO NEXT PAGE



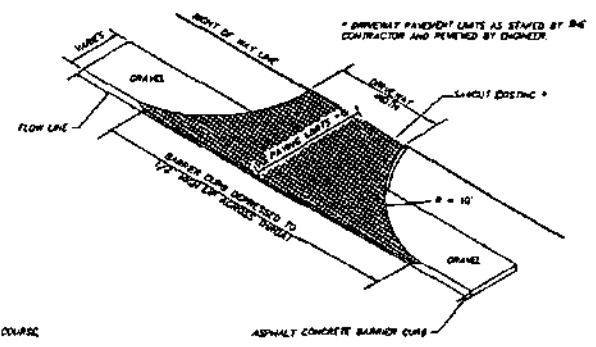
- ① ASPHALT CONCRETE PAVEMENT CLASS A, 0.12' COMP. DEPTH (MIN.)
- ② ASPHALT TREATED BASE, 0.25' COMP. DEPTH (MIN.)
- ③ CRUSHED SURFACING TOP COURSE, 0.15' COMP. DEPTH (NOM.)

TYPICAL ROADWAY SECTION
(NOT TO SCALE)

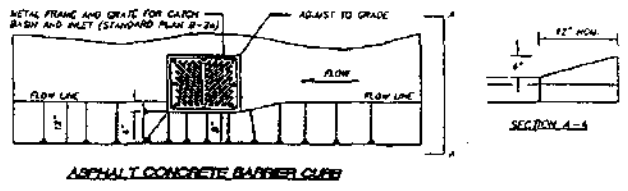


CROSS SECTION

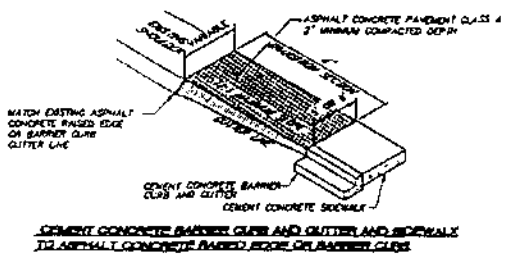
- NOTES
- 1) DRIVEWAY WIDTH = 12' MINIMUM TO 25' MAXIMUM.
 - 2) DRIVEWAY PAVING = 2" MINIMUM COMPACTED DEPTH ASPHALT CONCRETE, CLASS A, OVER 2" MINIMUM COMPACTED DEPTH CRUSHED SURFACING TOP COURSE.
 - 3) ALL DRIVEWAY LOCATIONS AND PROFILES SHALL MATCH EXISTING. CONTRACTOR SHALL STAKE DRIVEWAY LOCATIONS AND PROFILES IN FIELD FOR REVIEW BY ENGINEER PRIOR TO SAWCUTTING.
 - 4) ALL EXISTING CONCRETE DRIVEWAYS SHALL BE REPLACED IN KIND.



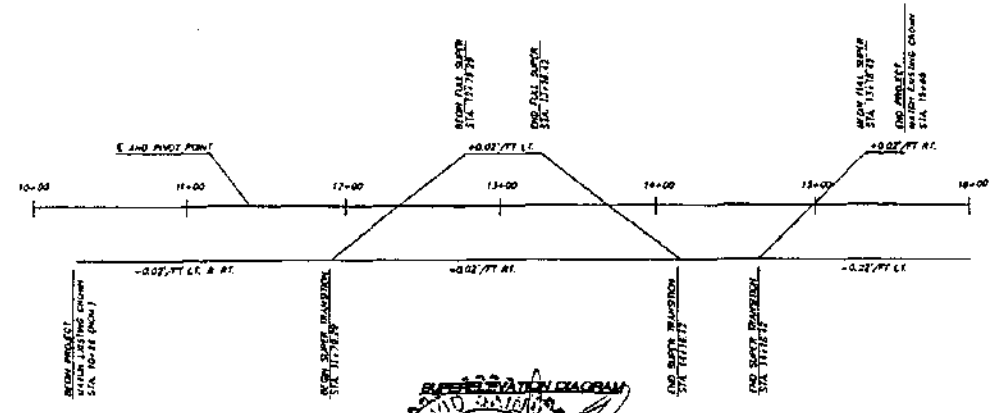
(NOT TO SCALE)



ASPHALT CONCRETE BARRIER CURB



CEMENT CONCRETE BARRIER CURB AND GUTTER AND SIDEWALK TO ASPHALT CONCRETE BARRIED EDGE OR BARRIER CURB

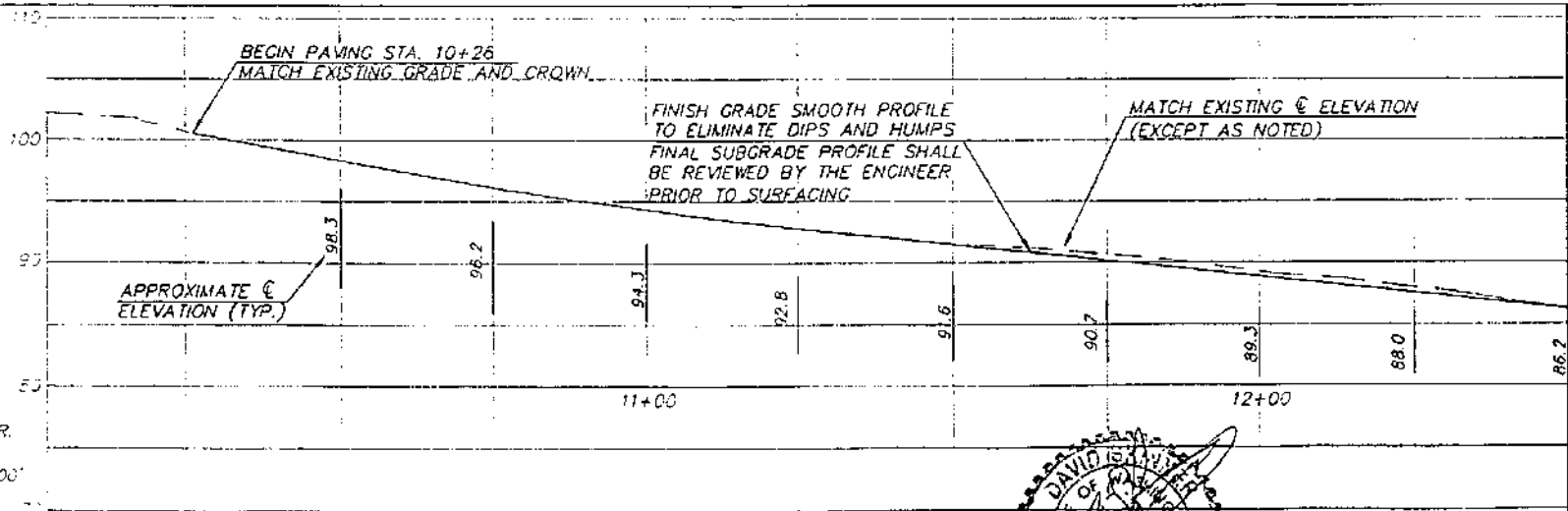
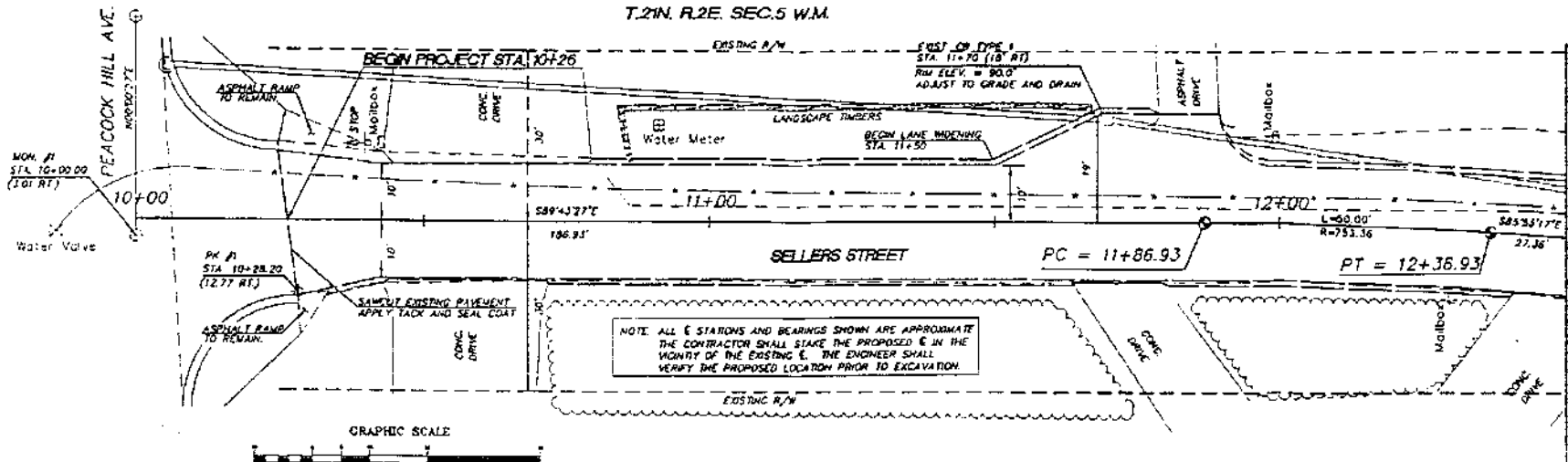


DRAWING NO.	DESIGNED BY	DATE
10-100	E. SHANNON	8/7/78
DESIGNED BY	DATE	
E. SHANNON	8/7/78	
CHECKED BY	DATE	
J. J. JONES	8/7/78	
DATE PLOTTED		
8/11/78		

City of Big Harbor, The "Maritime City,"
DEPARTMENT OF PUBLIC WORKS
3100 James Street
Big Harbor, MD 20633
(301) 431-0138

REGISTERED PROFESSIONAL ENGINEER
DAVID WASHINGTON
33247
STATE OF MARYLAND
NOVEMBER 1978

SELLERS STREET IMPROVEMENTS
PEACOCK AVE.-N. HARBORVIEW
TYPICAL ROADWAY SECTIONS
C.S.P. 9808



PK #1 NAIL IN SE COR. OF EXISTING C&G ASSUMED ELEV = 100'

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

REDUCED WIDTH

City of New Harbor, The "Maritime City"
DEPARTMENT OF PUBLIC WORKS
300 Adams Street
New Harbor, ME 04855
(206) 831-8136



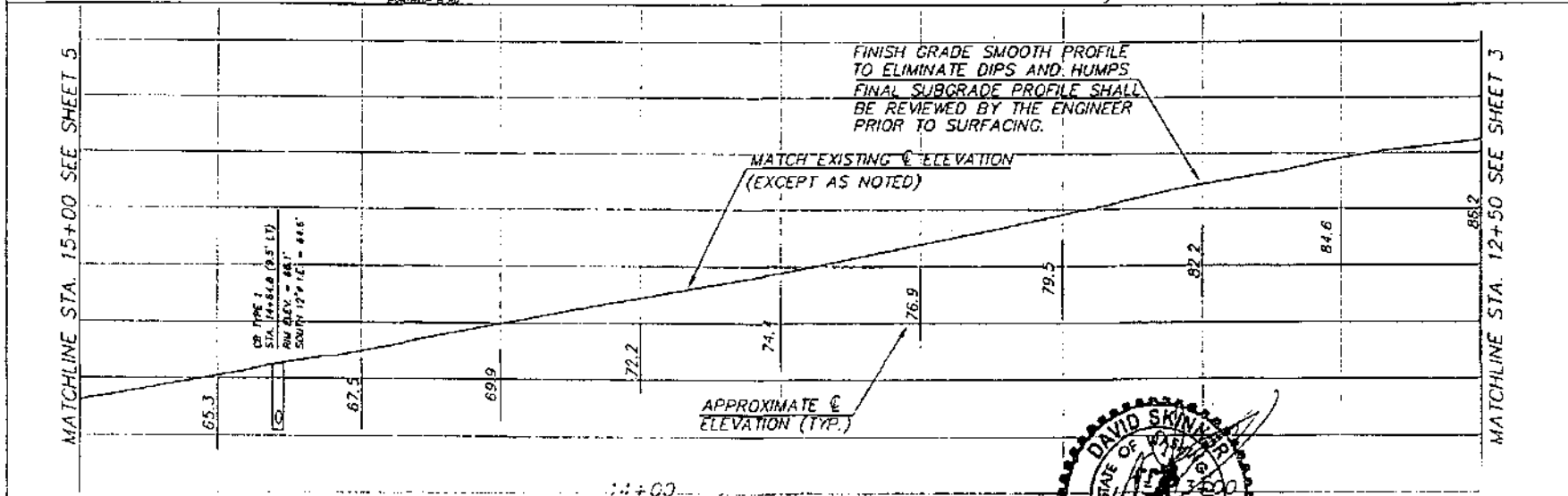
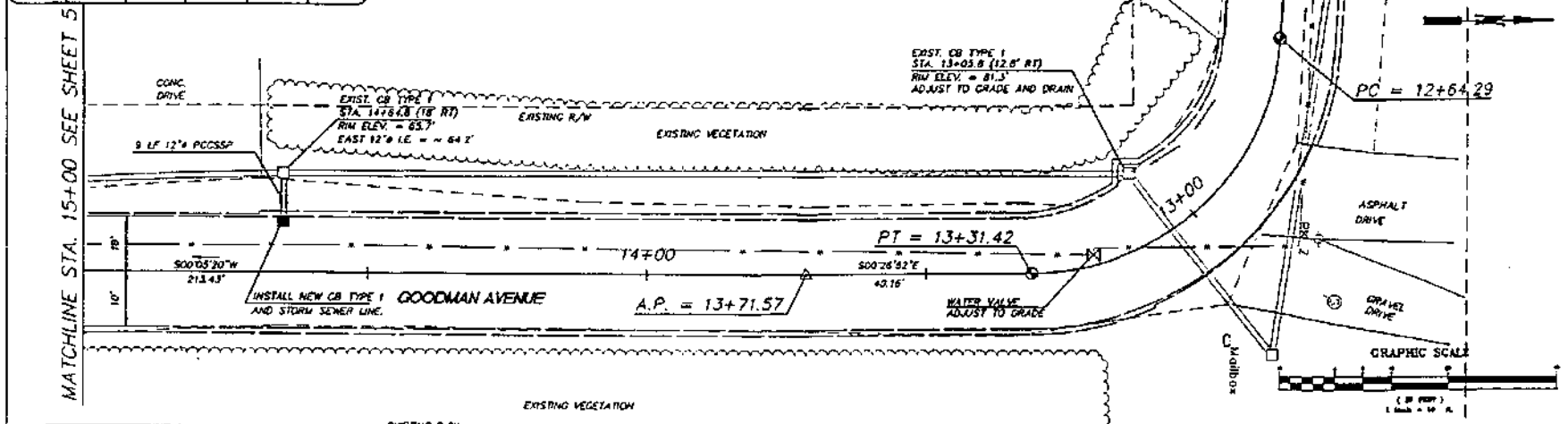
SELLERS STREET IMPROVEMENTS
PEACOCK AVE - N. HARBORVIEW
PLAN AND PROFILE
C.S.P. 9808

MATCHLINE STA. 12+50 SEE SHEET 4

CURVE DATA				
P.I. STA.	RADIUS	TANGENT	LENGTH	SUPER
13+05.87	43.00'	41.58'	87.13'	0.02'/ft.

T.21N., R.2E., SEC.5 W.M.

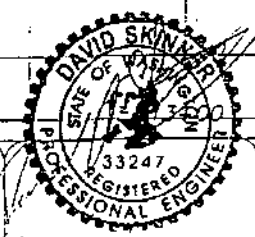
MATCHLINE STA. 12+50 SEE SHEET 3



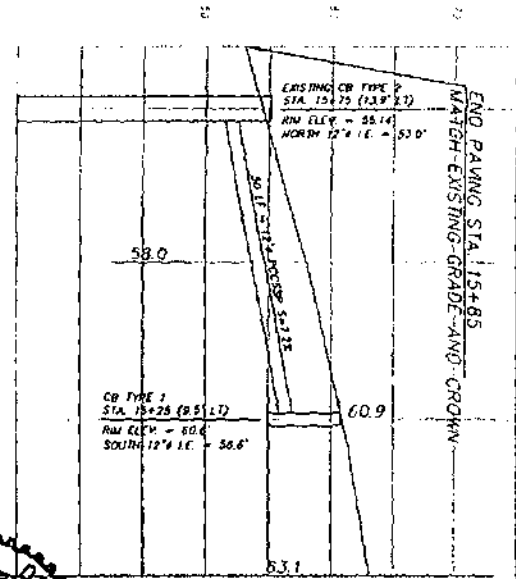
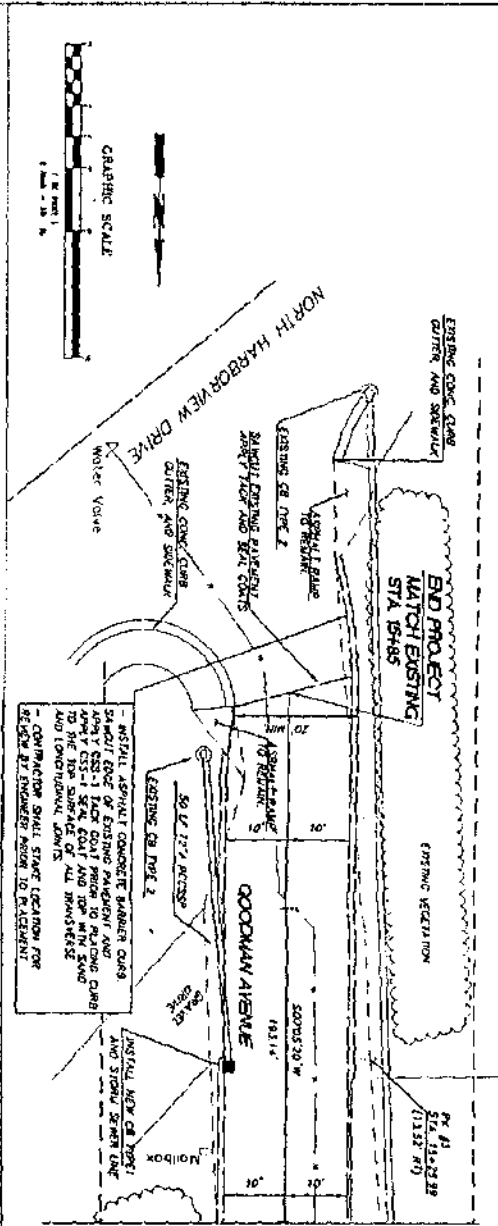
DATE	BY	REVISION



City of Clatsop, The "Maritime City,"
DEPARTMENT OF PUBLIC WORKS
3100 Adams Street
Clatsop, OR 97030
(503) 831-0138



SELLERS STREET IMPROVEMENTS
PEACOCK AVE. - N. HARBORVIEW
PLAN AND PROFILE
C.S.P. 9808



OWNER	CITY OF BOSTON
DESIGNED BY	W. J. SKINNER
DRAWN BY	G. J. COOK
CHECKED BY	J. W. MOYNE
DATE	APR 1931
PROJECT	REPAIR PAVING
SHEET NO.	4
TOTAL SHEETS	4

REPAIR PAVING

City of Boston, The "Boston City" DEPARTMENT OF PUBLIC WORKS
 J. W. MOYNE, Chief Engineer
 W. J. SKINNER, District Engineer

END OF SHEET

SEE SHEET 3

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

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SEE SHEET 9

SEE SHEET 10

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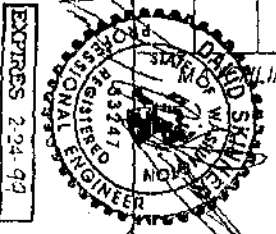
SEE SHEET 46

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SELLERS STREET IMPROVEMENTS
 REACOCK AVE. - N. HARBORVIEW
 PLAN AND PROFILE
 C.S.P. 9808

MATCHLINE STA. 15+00 SEE SHEET 4

MATCHLINE STA. 15+00 SEE SHEET 4



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: JERISICH PARK DOCK IMPROVEMENT PROJECT - CHANGE ORDER NO. 1
DATE: OCTOBER 22, 1998

INTRODUCTION/BACKGROUND

On December 8, 1997 Council awarded the subject contract to Hurlen Construction Company. Work commenced on January 2, 1998 and was substantially complete on June 2, 1998. The work was determined physically complete on October 5, 1998.

The attached Change Order No. 1 summarizes all credit, no cost, and cost items as negotiated and agreed with the Contractor for contract closure. A Final Contract Voucher Certification will be submitted at the next Council meeting.

Council authorization to execute Change Order No. 1 is being requested.

ISSUES/FISCAL IMPACT

Change Order No. 1 increases the contract amount of \$358,800 by \$25,000 for a total contract amount of \$383,800 plus state sales tax. The Interagency Committee for Outdoor Recreation (IAC), and the Washington State Parks and Recreation Commission have increased their funding levels to \$148,995 and \$45,300, respectively. This represents an increase of \$67,300 in supplemental funding.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 1 to the Jerisich Park Dock Improvement Project.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet 1 of 2
Date 10 / 22 / 98

CHANGE ORDER

Change Order Number 01

- ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS,
- CHANGE PROPOSED BY CONTRACTOR.
- OTHER CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.

Project Name:
Jerisich Park Dock Improvement Project

ENDORSED BY: Hurlen Construction Co.
COMPANY NAME
[Signature] 10/22/98
SIGNATURE DATE

TO: Hurlen Construction Company
PO Box 80945
Seattle, WA 98108

TITLE: VIC PRESIDENT

Consent Given by Surety (When required):
BY: _____ DATE _____
ATTORNEY IN-FACT

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER, except as noted:

1. City will install electrical conduit, and telephone and electrical wiring, including junction box from the restroom to the end of the pier proximate to the gangway ramp for credit.
2. City will provide a trench under the sidewalk near the restroom for installation by the Contractor of the pressure sewer discharge line (to eliminate the need for sidewalk removal and replacement, and access control for the work) for credit.
3. Resolve survey information inconsistencies. (\$1,880)
4. Based on the difficulty in driving reinforced concrete piling, and the HPA permit deadline, furnish and install 18-inch dia. galvanized steel piling, non-spiral weld, 1/2-in. wall, at positions C1, C4, C6, C8, C10, C12, C14, C16, and C18; and two, 12-inch dia. galvanized steel piling, non-spiral weld, 3/4-in. wall, at the small boat pier. Remove partially driven reinforced concrete piling at positions G1, G3, C4, C5, C7, C11 and C13. Reinforced concrete piling at position C2 to remain in place. Modify pile blockouts, shims, and diamond plate as necessary. Fabricate and install new piling hoops and shims for steel piling on small boat pier. Install precast concrete slabs at all pile blockout locations not receiving piling. Furnish and install cover plates at all locations not receiving pedestrian lights. Furnish and install conical fiberglass pile caps for all steel piling. (\$23,320)
5. Substitute diamond plate as shown on shop drawings in lieu of fiberglass grating. (No Cost)
6. Furnish but do not install 9 pedestrian lights for credit.
7. City will furnish all parts for the service tap from the main tap through the service meter for credit.
8. City will furnish telephone cable for installation by the Contractor. Contractor furnish and install telephone conduit on floats, gangway ramp and pier to supplement existing. (No Cost)
9. City will return salvaged and unused concrete piling (17), and unused salvaged creosote timber piling (2) to Contractor for credit.
10. Install junction boxes in handholes on floats to separate telephone and electrical cables. (No Cost)
11. Revise piping layout as necessary to accommodate vessel pump out and portable toilet dump stations. (No Cost)
12. Extra work to resolve source, and delay to allow City to correct fire line leak for pressure test. (No Cost)
13. Electrical system change order design and cost estimate preparation. (No Cost)

CHANGE ORDER NO. 1

Page 2

14. Adjust fire hose cabinets and water line connections as necessary to avoid conflicts with pedestrian lights. (No Cost)

15. City will waive liquidated damages for additional working days necessary for substantial completion (30-days) for credit, and extend working days of contract for all non-credit items (No Cost).

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT (plus sales tax)	CURRENT CONTRACT AMOUNT (plus sales tax)	NET CHANGE THIS ORDER (plus sales tax)	CONTRACT TOTAL AFTER CHANGE
\$ <u>358,800.00</u>	\$ <u>358,800.00</u>	\$ <u>25,000.00</u>	\$ <u>383,800.00</u>
<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:		<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:	
_____ PUBLIC WORKS DIRECTOR DATE		_____ CITY ADMINISTRATOR DATE	
<input type="checkbox"/> APPROVED: _____ MAYOR		DATE: _____	



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: 38TH AVENUE RIGHT-OF-WAY DEDICATION
DATE: OCTOBER 22, 1998

INTRODUCTION/BACKGROUND

On December 8, 1998 under City Ordinance No. 778, Council conditionally approved vacation of a portion of 38th Avenue. The street vacation was conditioned on compensation to the City for the vacated portion of 38th Avenue (Parcel D on the attached Exhibit), and the dedication and construction, or guarantee of construction, of a turn-around on Parcel H as shown on the attached Exhibit.

A Level 1 site assessment (paid for by the proponents) was conducted by Nowicki & Associates for the parent parcel to Parcel H. They concluded that (for the portion of the parcel to be dedicated to the City) "No hard evidence of evidence of environmental degradation," and that there was nothing "identified to justify additional investigation." The City has been compensated for the price of the appraisal, and for fifty-percent of the appraised value of Parcel D, and a policy of title insurance has been received as set forth in Section 12.14.020 of the Gig Harbor Municipal Code.

The proponents have requested that construction of the new cul-de-sac (turn-around) in Parcel H be deferred until such time as other 38th Avenue improvements are constructed by the proponents in conjunction with their development project. This is acceptable since their development project is conditioned on construction of 38th Avenue improvements, and with the provisions that:

1. Public access to the existing cul-de-sac will not be modified, eliminated, or otherwise diminished until such time as the new cul-de-sac is dedicated and constructed, or a financial guarantee for construction is received; and
2. The City will not maintain the vacated portion of 38th Avenue.

Council approval of the attached right-of-way dedication is being requested.

POLICY/FISCAL CONSIDERATIONS

This easement does not impose any new financial obligations on the City. The City has received 50-percent of the appraised value of \$10,500 for Parcel D.

RECOMMENDATION

I recommend Council accept the attached right-of-way dedication agreement.

WOLLOCHIE
INTERCH. BRIDGE

B

0221078002

0221078003

SR-16 R/W

0221074673

D

C
140.00'

0221078001

0221078004

E

F

0221083089

G

0221083087

GARRISON - BURTON PARK R/W REVISION

OCT 27, 1997

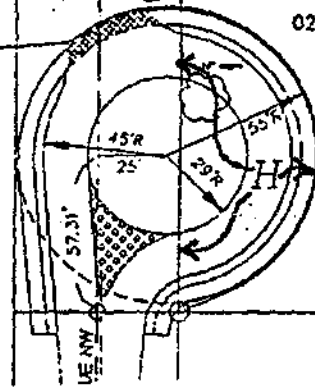


EXHIBIT A

3. The vacation is sought by the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets, alleys or public places sought to be vacated abut, had the property included in the plan not been vacated;

B. Before adopting a resolution vacating a street or alley under subsection (A)(2) of this section, the city shall:

1. Compile an inventory of all rights-of-way within the city that abut the same body of water that is abutted by the street, alley or public place sought to be vacated;

2. Conduct a study to determine if the street or alley to be vacated is suitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;

3. Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under subsection (B)(2) of this section, and that the vacation is in the public interest.

C. No vacation shall be effective until the fair market value has been paid for the street, alley or public place that is vacated. Moneys received from the vacation may be used by the city only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites. (Ord. 723 § 1, 1996).

12.14.018 Compensation for vacation.

A. Payment for Vacation. Ordinances vacating any street, alley or public place which has not been acquired at public expense shall not be passed by the city council until a sum equal to one-half of the fair market value, as shown in the appraisal, of the area vacated is paid to the city. Where the area vacated was acquired at public expense, the sum to be paid to the city shall be equal to the full fair market value, as shown in the appraisal, of the area vacated. As contemplated by GHMC 12.14.014, the full fair market value, as shown in the appraisal, shall be paid upon vacation of streets abutting upon bodies of water.

B. In-Lieu Transfers of Property. Conveyance of other property acceptable to the city may be made in lieu of the payment required by subsection A of this section, whether required to mitigate adverse impacts of the vacation or otherwise. When such conveyance is made for street purposes, one-half of the fair market value, as shown in the appraisal, of the land conveyed shall be credited to the required payment. When the conveyance

is made in fee for purposes other than street purposes, the full appraised value of the land conveyed shall be credited to the required payment.

When the value of the in-lieu parcel is less than the payment required by subsection A of this section, the petitioner shall pay the difference to the city. When the value of the in-lieu parcel exceeds the payment required by subsection A of this section, the city shall pay the difference to petitioner.

C. Vacations of Streets or Alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute). The city council's adoption of a vacation ordinance for those streets and alleys subject to the 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute) shall not require compensation by the abutting owners. However, the property owners requesting such vacation shall pay the city's administrative fees described in GHMC 12.14.004(A) for the city's costs relating to research and processing of the vacation request.

D. Vacations Initiated by Council Resolution. The council may pass a vacation ordinance to vacate a street, alley or public place without requiring that the abutting property owners make payment to the city for such vacation where:

1. The street, alley or public place was not acquired at city expense;

2. The city determines that the street, alley or public place is not needed for public travel either now or in the foreseeable future;

3. The city's maintenance or upkeep of the street, alley or public place is unrelated to any use of the street, alley or public place for public travel. (Ord. 723 § 1, 1996).

12.14.020 Payment of compensation or conveyance.

Upon securing the appraisal of the value of the street, alley or public place to be vacated as provided in this chapter, the public works director shall notify the petitioner of the amount of compensation, deducting therefrom any remaining appraisal fee deposit not previously refunded to the petitioner. The payment shall be delivered to the public works director, who, upon receipt of any such payment, shall forthwith transmit the same to the finance director for deposit. In the event that the petitioner has received approval of delivery of an instrument granting or dedicating to the city a parcel(s) of land in lieu of a cash payment as contemplated by GHMC 12.14.016(B), the director of public works, at the applicant's expense, shall obtain a policy of title insurance insuring title thereto in the city. (Ord. 723 § 1, 1996).

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Public Works Department
3105 Judson Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

1. Agreement for Dedication of Right-of-Way to the City of Gig Harbor

Grantor(s) (Last name first, then first name and initials)

1. Burton Park Associates, A Washington General Partnership, Morris, David R., Managing Partner

Grantee(s) (Last name first, then first name and initials)

1. City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

See Attached Exhibit A

Assessor's Property Tax Parcel or Account Number: APN 0221083087

Reference Number(s) of Documents assigned or released: NA

**AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this **8th** day of **May**, 1998, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation and **Burton Park Associates** (hereinafter the Owners"), whose address is **PO Box 492, Gig Harbor, WA 98335**.

R E C I T A L S

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the property legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in Exhibit "B" (the "Right-of-Way") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the City the City agrees to **maintain the street after it is constructed**; and

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

T E R M S

Section 1. Grant of Right-of-Way to the City.

A. Grant.

1. Permanent Easement. The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the property described in Exhibit "B," at the location described therein, for the purpose of constructing the **turnaround** improvements, for a **two (2)** lane capacity, which is a **irregular (NA)** foot strip of land, together with the nonexclusive right of ingress to and egress from the Roadway over the Owners' property, and for the reconstruction, operation, repair and maintenance of same.

2. Temporary Construction Easement. In addition to the permanent easement described herein, the Owners hereby grant a temporary construction easement to the City, which shall be located at the same location (NA) as the permanent easement. This temporary construction easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. **Conditions.** This permanent easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the easement, and shall not use any portion of the right-of-way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Properties. The burdens and benefits of the easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.

Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

9/15/98

ACCEPTANCE:

The City of Gig Harbor

By: BURTON PARK ASSOCIATES
Harold D. Moreland
Its MANAGING PARTNER

By: _____
Its Mayor

HAROLD D. MORELAND

Attest:

By: David R. Morris
Its MANAGING PARTNER

By: _____
City Clerk

DAVID R. MORRIS

Approved as to form:

By: _____
Its _____

By: _____
City Attorney

STATE OF WASHINGTON)

COUNTY OF Pierce

) ss.
)

I certify that I know or have satisfactory evidence that Harold D. Moreland and David R. Morris is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as Managing Partners of Burton Park Assocs. to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 9/15/98

Martha L. Jacobson
(Signature)
Martha L. Jacobson
NOTARY PUBLIC, State of Washington,
residing at: Gig Harbor
My appointment expires: 9-16-2001

STATE OF WASHINGTON)

COUNTY OF _____

) ss.
)

I certify that I know or have satisfactory evidence that _____ 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: _____

8609110124

ADDENDUM TO PARTNERSHIP AGREEMENT

VOL 0356 PAGE 2392

CHICAGO TITLE SEP 11 1986
86-586

BURTON PARK ASSOCIATES

* * * * *

THE UNDERSIGNED, constituting all partners of BURTON PARK ASSOCIATES, a General Partnership, hereby add to and amend that Partnership Agreement dated the 15th day of August, 1982, and filed under Auditor's Fee No. 8209010136, records of Pierce County, Washington, as follows:

1. The undersigned partners hereby designate, appoint and grant authority to, HAROLD D. MORELAND and DAVID R. MORRIS, jointly, as agents to act on behalf of BURTON PARK ASSOCIATES, and each partner a party thereto, as follows:

a) To grant, bargain, sell, convey or contract for the sale and conveyance of any and all real property owned by BURTON PARK ASSOCIATES to any person, corporation or other legal entity for such price or prices, and on such terms and conditions, as said agents may deem proper;

b) To execute, acknowledge and deliver such written instrument or instruments necessary to effect such sale, conveyance or agreement; and

c) To negotiate for and enter into any loan agreement or other financial agreement for borrowing funds with any person or financial institution they may deem appropriate.

All action so taken by them shall be for the benefit of BURTON PARK ASSOCIATES and all partners thereof and shall be binding upon BURTON PARK ASSOCIATES, and each partner as a party thereto.

2. In exercise of the authority granted to HAROLD D. MORELAND and DAVID R. MORRIS, they shall proceed as follows:

a) HAROLD D. MORELAND and DAVID R. MORRIS shall act jointly and in accord with each other. If either person is unable to participate, they may choose a third party from among the partners of BURTON PARK ASSOCIATES.

HAROLD D.
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ASSOCIAT
request
shall
D. MO
obje
Upor
tot
hr
2





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH
DATE: October 21, 1998
SUBJECT: 1999 TAX LEVY ORDINANCE

INTRODUCTION

This is the first reading of an ordinance setting the 1999 property tax levy.

BACKGROUND

The preliminary assessed valuation for 1999 taxes is \$613,840,514. This is a 43% increase over 1998. Our 1998 property tax rate is \$1.6000 per thousand. Our best estimate of taxes available for 1999 is \$981,109. This represents an increase in tax revenues of 6% over 1998

The ordinance also sets excess levy rates for outstanding voted general obligation bonds. Debt service for the 1987 GO Bonds for sewer plant construction is approximately \$100,000 in 1999 or \$0.1629 per thousand.

FINANCIAL

Property taxes are the second largest source of the City's General Fund revenues at approximately 14%.

RECOMMENDATION

Staff recommends adoption of the ordinance at its second reading.

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1999.

WHEREAS, the City Council of the City of Gig Harbor attests that the City population is 6,350; and

WHEREAS, the City Council of the City of Gig Harbor have properly given notice of the public hearing held October 29, 1999 to consider the City's General Fund revenue sources for the 1999 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of the City of Gig Harbor has considered the city's anticipated financial requirements for 1999, and the amounts necessary and available to be raised by ad valorem taxes on real and personal property,

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

Section 1. The ad valorem tax general levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1999, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$613,840,514. Taxes levied upon this value shall be:

The 1998 property tax for collection in 1999 is \$981,109 (the amount levied in 1997 for collection in 1998), plus an increase of \$292,092, which is an increase of 6%, plus an increase equal to the amount allowed under the new construction provisions of RCW 84.55.010.

Section 2. The ad valorem tax excess levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 1998, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$613,840,514. Taxes levied upon this value shall be:

Approximately \$0.1630 per \$1000 assessed valuation, producing an estimated amount of \$100,000 for 1987 Sewer Construction General Obligation Bonds Debt Service.

Section 3. This ordinance shall be certified by the city clerk to the clerk of the board of county commissioners/council and taxes hereby levied shall be collected and paid to the Finance Director of the City of Gig Harbor at the time and in a manner provided by the laws of the state of Washington for the collection of taxes.

Section 4. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five(5) days after the date of its publication.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this __ day of __, 1999.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk:
Passed by the city council:
Date published:
Date effective:



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF
DATE: OCTOBER 22, 1998
SUBJECT: APPEAL, BY IVAN AND AURORA MATLOCK AND THE HARBORVIEW
CONDOMINIUM HOMEOWNER'S ASSOCIATION, OF HEARING
EXAMINER'S DECISION ON SDP97-03 -- ADAM J. ROSS SR. -
SUBSTANTIAL DEVELOPMENT PERMIT FOR DOCK EXTENSION.

INTRODUCTION/BACKGROUND

The following describes the events that have occurred to date on a shoreline application submitted by Mr. Adam Ross Sr. who, prior to his death, requested approval to expand his dock at 3309 Harborview Drive:

April 23, 1998 - Mr. Ross submitted an application for a shoreline substantial development permit.

August 20, 1997 - Scheduled hearing date. Notice of this hearing was provided to all property owners within 300 feet of the site. The applicant requested that the item be continued in order to allow the applicant time to address certain issues in the staff report. There was therefore no hearing on August 20th. Written testimony was received on that date including a letter from Ivan and Aurora Matlock and the Harborview Condominium Homeowner's Association.

September 10, 1997 - The applicant requested that the hearing be continued. The appellants were not at the September 10th meeting, as they were informed that the applicant intended to ask for a continuation. The hearing was therefore continued indefinitely to either the December or January regular Hearing Examiner meeting date. Following consultation with Mr. Ross, the hearing was set for the January 21, 1998 Hearing Examiner meeting. Although notice was provided that the hearing had been continued, a specific time and date was not established. No additional notification was provided for this continued hearing date.

January 21, 1998 - Rescheduled hearing date. The public hearing was conducted held and left open administratively until February 6, 1998. At the request of the applicant's attorney, an additional time extension was granted to February 10, 1998.

March 30, 1998 - Decision rendered. The Hearing Examiner issued his decision to approve the requested permit subject, in part, to the condition that the applicant submit to the City evidence of a lease from the Department of Natural Resources of the lease land area indicated in the Shoreline Permit application.

A detail chronology of the Ross application is attached. Notice of the Hearing Examiner's decision was sent to all parties or record, including the Matlocks. The Matlocks and the Harborview

Condominium Homeowner's Association submitted a timely appeal of Examiner's decision, claiming that they did not receive proper notification of the last rescheduled hearing. A copy of the appeal letter is attached for the Council's consideration. Also attached is the staff's initial report to the Hearing Examiner, the Examiner's decision dated February 24, 1998, and a reissued decision dated March 30, 1998.

ISSUES RAISED IN THE APPEAL

Ivan and Aurora Matlock and the Harborview Condominium Association have presented two issues in their appeal of the Hearing Examiner's decision:

1. Lack of timely notice on the January 21, 1998, Hearing Examiner meeting date.
2. Finding No. 7 and Conclusion No. 5 of the Hearing Examiner's report dated 30 March 1998.

Respective to issue number 1, the original notice of public hearing was provided in July of 1997, prior to the August hearing. No additional notice was provided for the January 1998 hearing, following the two continuances requested by Mr. Ross.

Respective to issue number 2, the findings of the Hearing Examiner are supported by Chapter 3.11 regulation #7 of the City of Gig Harbor Shoreline Master Program, respective to minimum setbacks from property lines. Although this is the standard established in the Master Program, the Matlocks and the Harborview Condominium Association contend that this is insufficient as it only leaves 30 feet between the Ross's proposed slip and Harborview Marina.

POLICY

GHMC Section 19.06.005(A) states that the closed record appeal hearing shall be on the record before the hearing body and no new evidence may be presented. Respective to issue No. 2, the Shoreline Master Program standard should prevail. The final determination of the property line (and separation between the Ross's float and the Harborview Marina) is determined by the Department of Natural Resources, not the City of Gig Harbor. Respective to issue No.1, there is reason to believe that timely notice should have been provided to the parties of record prior to the January hearing date.

RECOMMENDATION

Two options are available for the Council to consider:

1. Council may act on the shoreline permit for transmittal to the Department of Ecology. If appealed, a de novo hearing (open record) hearing would be conducted by the State Shoreline Hearing Board (SHB); or,
2. Council may remand the application to the Hearing Examiner for an open record hearing.

If the SHB determines that timely notice was not provided for the continued hearing in January of 1998, it just may remand the application to the City for a new hearing. Given that possibility, the staff recommends that this item be remanded to the Hearing Examiner for a new open record hearing.

REVIEW DRIVE

VICINITY MAP
NOT TO SCALE

DARRAH

(M.L.L.W.)
MEAN LOW TIDE 0.0

(E.L.W.)
EXTREME
LOW WATER -1.5

(O.H.W.M.)
MEAN HIGH
TIDE AT
BULKHEAD
11.5

HOUSE

NET-SHED

DOCK

ADAM ROSS
3369 HARBOR BLVD
BIG HARBOUR

BULKHEAD
DOCK

EXISTING DNR
LEASE NO. 22-002669

PROPOSED
NEW PILEINGS
(3)

12' SET
LEASE

PARCEL A

PARCEL B

EXISTING FLOATS

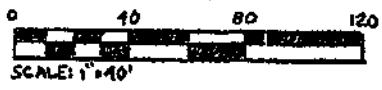
PROPOSED
FLOAT EXTENSION

PROPOSED
LEASE EXTENSION

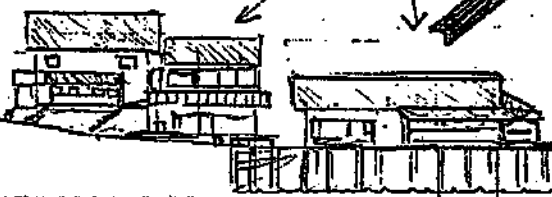
22' SET
LEASE

ROSS

EXISTING
BUILDINGS



105'00"



EXISTING FLOATS

PROPOSED
NEW PILEINGS (3)

NORTHE
VIEW
18'

EXISTING PILEINGS

PROPOSED
NEW FLOATS
(105'00" x 8'00")

SCALE

Ross Dock Float Extension

Drawn by Adam T. Pace, Jr.

CHRONOLOGY OF THE ROSS APPLICATION:

7/16/97 - NOTICE OF PUBLIC HEARING FOR AUGUST 20TH HEARING; PUBLISHED JULY 23RD.

7/16/97 - REVISED NOTICE OF PUBLIC HEARING RESCHEDULE TO SEPTEMBER 10TH

8/7/97 - LETTER FROM TED FALCONER

8/7/97 - LETTER FROM GERALD DAVIES

8/8/97 - LETTER FROM ESTHER HEATHER-DAVIES

8/8/97 - LETTER FROM SCHMIDT

8/8/97 - LETTER FROM MATLOCKS, HARBORVIEW MARINA

8/9/97 - LETTER FROM R.B. ANDREWS

8/13/97 - LETTER FROM SUMIKO WADA

8/15/97 - LETTER FROM ROBERT POHL

8/16/97 - LETTER FROM DON LARSON

8/18/97 - LETTER FROM KIM JORGENSON, HARBORVIEW MARINA

8/20/97 - HEARING-MCCONNELL ANNOUNCED CONTINUANCE TO 9/10/97.

8/20/97 - LETTER FROM JOHN PLATT, HARBORVIEW MARINA

8/22/97 - LETTER FROM CHARLES PETERSON

8/26/97 - LETTER FROM NINA HOWARD, HARBORVIEW MARINA

8/26/97 - MAY HUDSON, HARBORVIEW MARINA

8/27/97 - LETTER FROM WARTERS

8/28/97 - LETTER FROM HANLEYS

9/5/97 - REQUEST FROM JEFFREY ROBINSON TO RESCHEDULE 9/10 HEARING TO DECEMBER OR JANUARY.

9/9/97 - LETTER FROM SCHLEMMERS

9/10/97 - LETTER FROM GREGORY CLARK

9/10/97 - HEARING-BURKE ANNOUNCED CONTINUANCE TO DECEMBER/JANUARY

1/21/98 - HEARING HELD, LEFT OPEN UNTIL FEBRUARY 6TH. TESTIMONY WAS GIVEN BY ADAM ROSS. NO ONE FROM THE GENERAL PUBLIC SPOKE. SEVERAL LETTERS AND MEMOS WERE SUBMITTED BY STAFF AND THE APPLICANT.

2/24/98 - NOTICE OF DECISION ISSUED

THIS IS NOT A COMPLETE CHRONOLOGY OF THE CORRESPONDENCE OR EVENTS OF THE ROSS APPLICATION, IT ONLY ADDRESSES THE PUBLIC NOTICES.

DECLARATION

Charles W Peterson certifies and declares as follows:

1. I am the owner of Unit 41 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. I attended the hearing on September 10. No testimony was heard, and we were told the hearing would be rescheduled. I enquired and was told that notices would be sent to all Persons of Record when the new hearing date was established. I received no such notice.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. As conditions currently exist, it is difficult to maneuver the boat in and out of my slip because of the proximity of Mr. Ross' float. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use my slip.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 9 day of April, 1998 in Gig Harbor, Washington.

Charles W Peterson

DECLARATION-1

(TA980980.045(R2/AM

ORIGINAL

DECLARATION

HARLAN R SCHMIDT, certifies and declares as follows:

1. I am the owner of Unit 43 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. As conditions currently exist, it is difficult to maneuver the boat in and out of my slip because of the proximity of Mr. Ross' float. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use my slip.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 8th day of April, 1998 in Gig Harbor, Washington.

Harlan R Schmidt

DECLARATION

Esther Heather Davies, certifies and declares as follows:

1. I am the owner of Unit 39 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. As conditions currently exist, it is difficult to maneuver the boat in and out of my slip because of the proximity of Mr. Ross' float. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use my slip.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 9 day of April, 1998 in Gig Harbor, Washington.

Esther Heather Davies

DECLARATION

Caroline Larson, certifies and declares as follows:

1. I am the owner of Unit 35 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. As conditions currently exist, it is difficult to maneuver the boat in and out of my slip because of the proximity of Mr. Ross' float. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use my slip.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 9th day of April, 1998 in Gig Harbor, Washington.

Caroline Larson

DECLARATION

William A Schlemmer certifies and declares as follows:

1. I am the owner of Unit 7 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. As conditions currently exist, it is difficult to maneuver the boat in and out of my slip because of the proximity of Mr. Ross' float. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use my slip.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 8 day of April, 1998 in Gig Harbor, Washington.



DECLARATION

I, Gregg Warner certifies and declares as follows:
I, Karen Warner

1. I am the owner of Unit 30 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use one side of the marina. This will severely devalue the marina and thus affect my investment.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 9 day of April, 1998 in Gig Harbor, Washington.

Gregg S. Warner
Karen Warner

DECLARATION

NINA HOWARD, certifies and declares as follows:

1. I am the owner of Unit 45 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. As conditions currently exist, it is difficult to maneuver the boat in and out of my slip because of the proximity of Mr. Ross' float. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use my slip.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 11th day of April, 1998 in Gig Harbor, Washington.

Nina Howard

DECLARATION

R B. Lando, certifies and declares as follows:

1. I am the owner of Unit 29 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. As conditions currently exist, it is difficult to maneuver the boat in and out of my slip because of the proximity of Mr. Ross' float. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use my slip.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 11 day of April, 1998 in Gig Harbor, Washington.

R B Lando

DECLARATION

Irene Widney Hanley and Terence Hanley certify and declare as follows:

1. We are the owner and user of Unit 36 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. We make this Declaration on personal knowledge, are over the age of eighteen and are competent to testify hereto. To the best of our recollection:

2. We received a Notice of Application and Public Hearing from the City of Gig Harbor on the Adam Ross application for shoreline management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. We subsequently received a revised notice from the City of Gig harbor that the hearing was continued indefinitely.

4. It was not until we received a copy of the Hearing Examiners Decision that we were informed that the hearing was held on January 21, 1998. If we had known that the hearing was going to be held on January 21, 1998, we would have appeared at the hearing to testify in opposition to the application.

If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use one side of the marina. This will severely devalue the marina and thus affect our investment.

6. We have been denied opportunity to be heard on this matter and request that a new hearing be held.

WE CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 10th day of April, 1998, in Gig Harbor, Washington.

Irene Widney Hanley *Terence Hanley*

ORIGINAL

DECLARATION

Gerald C. Davis certifies and declares as follows:

1. I am the owner of Unit 2 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use one side of the marina. This will severely devalue the marina and thus affect my investment.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 8th day of April, 1998 in Gig Harbor, Washington.

Gerald C. Davis

DECLARATION-1

(1a980980.045(R)/AM

ORIGINAL

DECLARATION

Kim Jorgenson certifies and declares as follows:

1. I am the owner of Unit 4 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.
2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.
3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.
4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.
5. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use one side of the marina. This will severely devalue the marina and thus affect my investment.
6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 11th day of April, 1998 in Gig Harbor, Washington.

Kim Jorgenson

DECLARATION-1

(ts980980.045(R)/AM

ORIGINAL

DECLARATION

JOHN P. PLATT certifies and declares as follows:

1. I am the owner of Unit 8 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.

2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.

4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.

5. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use one side of the marina. This will severely devalue the marina and thus affect my investment.

6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 8 day of April, 1998 in Gig Harbor, Washington.

John P. Platt

DECLARATION

GREGORY A. CLARK certifies and declares as follows:

1. I am the owner of Unit 40 in Harborview Condominium, located adjacent to the proposed dock extension for Adam Ross. I make this Declaration on my personal knowledge, am over the age of eighteen, am competent to testify hereto.
2. I received a Notice of Application and Public Hearing from the City of Gig Harbor on Adam Ross' application for Shoreline Management Substantial Development Permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.
3. The first notice set the hearing for August 20, 1997. I subsequently received a revised notice rescheduling the hearing until September 10, 1997. Prior to September 10, I was advised that the hearing would be rescheduled. I subsequently received notice from the City of Gig Harbor that the hearing was continued indefinitely.
4. It was not until I received a copy of the Hearing Examiner's Decision that I was informed that the hearing was held on January 21. If I had known that the hearing was going to be held on January 21, I would have appeared at the hearing to testify in opposition to the application.
5. If Mr. Ross' float is allowed to expand, it will substantially impair or completely preclude the ability to use one side of the marina. This will severely devalue the marina and thus affect my investment.
6. I have been denied my opportunity to be heard on this matter and request that a new hearing be held.

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 9TH day of April, 1998 in Gig Harbor Washington.



Receipt # 37948
#122.00

LAW OFFICES

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

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Direct Dial Tacoma: (253) 820-6463
Direct Dial Seattle: (206) 676-6463
eMail Address: arens@gth-law.com

April 13, 1998

HAND DELIVERED

City of Gig Harbor
Planning & Building Services
3125 Judson Street
Gig Harbor, WA 98335

RECEIVED
CITY OF GIG HARBOR
APR 13 1998
PLANNING AND BUILDING
SERVICES

Re: **NOTICE OF APPEAL TO DECISION DATED 3/30/98**
Application for Shoreline Management
Substantial Development permit (SDP 97-03)
Adam J. Ross Sr., Applicant
Parcel No. 597000-001-0

To Whom it May Concern:

Ivan and Aurora Matlock, individually and on behalf of the Harborview Condominium Homeowners Association, hereby appeal Hearing Examiner Ron McConnell's Decision dated March 30, 1998 approving Adam J. Ross Sr.'s Application for Shoreline Management Substantial Development permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long. Enclosed with this appeal is the appeal fee of \$120, and declarations from the appellants in support of the appeal. Please advise the undersigned immediately if anything further is required to perfect this appeal.

A. Appellant's name, address and phone number.

Ivan and Aurora Matlock
10809 Moller Dr. NW
Gig Harbor, WA 98332
(253) 858-8123

Harborview Condominium Homeowner's Association
3219 Harborview Drive
Gig Harbor, WA 98335

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B. Appellant's statement describing his or her standing to appeal.

The Harborview Condominium slips are within 300 feet of the subject property. Mr. and Mrs. Matlock, and other Condominium owners, submitted letters to the Hearing Examiner in opposition to the application and appear as parties of record on the Hearing Examiner's decision.

C. Identification of the application which is the subject of the appeal.

Adam J. Ross Sr.'s Application for Shoreline Management Substantial Development permit (SDP 97-03) for a float extension 8 feet wide by 105 feet long.

D. Appellant's statement of grounds for appeal and the facts upon which the appeal is based.

The appellant challenges the decision on two grounds: first, the appellant, was not provided notice and an opportunity to be heard; and, second, thirty feet is not adequate separation between the subject property and the Harborview slips.

The Appellant was Not Provided With Notice or an Opportunity to be Heard. The appellants originally received a notice of application in the mail, setting the hearing for August 20. See Exhibit A to Declaration of Aurora Matlock. In response to that notice, many of the Harborview Condominium owners sent letters to the City in opposition to the application. Prior to August 20, the appellants received a revised notice of public hearing, setting the hearing for September 10. See Exhibit B to the Declaration of Aurora Matlock. On September 10, Aurora Matlock spoke with Diane at the City and was told that the hearing was going to be continued and a new hearing date would be advertised in December or January. Charles Peterson, another Harborview Condominium slip owner, attended the September 10 hearing. No testimony was taken on September 10. Instead, those present were told that the hearing would be rescheduled. Mr. Peterson inquired and was told that notices would be sent to all persons of record when the new hearing date was established. Neither Mr. Peterson, the Matlocks, or any member of the Harborview Condominium received a notice of another hearing. It was not until they received a copy of the Hearing Examiner's decision that they were informed that

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the hearing was held on January 21. If they had received notice, they would have attended the hearing and testified in opposition to the application.

Finding No. 7 and Conclusion No. 5. Thirty feet between the Ross float and the Harborview Marina is not adequate. Thirty feet may be adequate if the slips were parallel. They are not. The Harborview slips are perpendicular to the Ross' float. The rule of thumb is to provide 1 1/2 times the length of the boat for turning space. The Harborview slips are 38 feet long. The boats moored in those slips are between 34 and 40 feet in length. For comfortable turning, the Harborview slip owners should be provided 60 feet. That is the amount of space between the Harborview Condominium Marina and Pleasure Craft Marina. The area between Harborview and the Ross float, however, is only approximately 40 feet. The only way the Harborview slip owners can enter and exit their slip is to back straight out of the slip before turning. As is shown in the photographs attached to Mr. Matlock's declaration, this is currently very tight -- only about 3 1/2 feet separate the back of the Matlock's boat from the side of the pleasure boat moored at the Ross' float. The area is even smaller when a fishing boat is moored at the Ross' float rather than a pleasure boat. More often than not, a fishing boat is moored at the Ross' float, not a pleasure boat. If the Ross application is approved, Mr. Matlock, and other Harborview slip owners, will not be able to use their slips.

E. The relief sought, including the specific nature and extent.

Reverse the decision and deny the float extension, or in the alternative, reverse the decision and remand the application to the Hearing Examiner for a new hearing to provide the appellants an opportunity to be heard.

Very truly yours,


Stephanie A. Arend

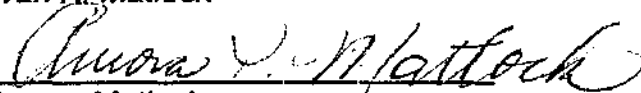
SAA:ml
Enclosures

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Page 4

I have read the foregoing Notice of Appeal and believe the contents to be true.



Ivan H. Matlock



Aurora Matlock

10809 Moller Dr. NW
Gig Harbor, WA 98332
(253) 858-8123



City of Gig Harbor. The "Maritime City"

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

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: Hearing Examiner
FROM: Planning Staff
DATE: July 30, 1997 **HEARING DATE:** August 20, 1997

RE: SDP 97-03 --Adam Ross -- Shoreline Development Permit for Dock Float Extension.

I. GENERAL INFORMATION

APPLICANT: Adam J. Ross, Sr.
3309 Harborview Drive
Gig Harbor, WA 98332
Telephone: 851-2717 or 858-6615

OWNER: (same)

AGENT: (same)

II. PROPERTY DESCRIPTION

1. **Location:** 3309 Harborview Drive

2. **Site Area/Acreage:** 21,600 sq.ft.

3. **Natural Site Characteristics:**

- i. **Soil Type:** Hydraquents
- ii. **Slope:** 8 - 10 percent slope
- iii. **Drainage:** Easterly toward bay
- iv. **Vegetation:** Primarily domestic

4. **Zoning:**

- i. **Subject parcel:** WM (Waterfront Millville)
- ii. **Adjacent zoning and land use:**
 - North:** WM (Vacant)
 - South:** WM (Philpott dock (proposed fuel dock))
 - East:** Gig Harbor Bay
 - West:** DB (Downtown business)

5. **Utilities/road access:** The property is accessed by Harborview Drive and is served by City sewer.

III. APPLICABLE LAND-USE POLICIES/CODES

1. **Comprehensive Plan:** The Comprehensive Plan designates this area as waterfront.

Pg. 71 - **GOAL - PROTECT NATURAL QUALITY.** Preserve and protect the unique, interdependent relationship between the water, land and cultural heritage.

Pg. 72 - **GOAL - MIXED USE WATERFRONT.** Retain a mixed use waterfront including those fishing, boating, tourist and residential uses which provide the shoreline unique appeal.

Pg. 72, #5 - **Fishing -** Preserve the commercial fishing fleet as a significant cultural and economic resource. Retain important fleet supporting services and promote development of additional moorage and docking facilities consistent with the fleet's needs.

Pg. 73 - **GOAL - QUALITY URBAN DEVELOPMENT.** Define and enforce the highest quality standards concerning present and future land use developments within the waterfront areas.

Pg. 73, #11 - **Access and visibility -** Create an accessible and visible waterfront and shoreline including the development of public beaches, fishing and boating docks, picnic and passive overlooks and viewpoints. Require private developments to provide equivalent access and visibility to the tenants and users of new private developments, to users of the waterway and to the public at large.

2. **Gig Harbor Shoreline Master Program:**

Section 3.06 - **COMMERCIAL FISHING INDUSTRY.** Includes, in part, the following policies and regulations:

POLICIES:

1. Moorage facilities and marinas which provide moorage space for active commercial fishing or support vessels should be allocated an upland parking ratio which does not impose a hardship on the commercial fishing industry or the respective moorage facility. Active fishing vessels are those which have a current commercial license issued by the appropriate state or regional authority.

REGULATIONS:

1. New or existing marinas or moorage facilities which provide moorage and support facilities for active commercial fishing vessels shall be exempt from the parking requirements of Section 3.13 for those active commercial vessels which have active license or a contract from the previous fishing season or the next fishing season, provided the following requirements are met:

- a) One load/unloading parking space on the applicant's property is continuously provided.
- b) Proof of active license for commercial fishing vessels or an active contract for commercial fishing boat tenders shall be provided to the City to qualify for this exemption initially. The City may request from the applicant or subsequent assignee in future years that the applicant affirm within thirty (30) calendar days of written request by the City the status of each active commercial fishing vessel on the site by providing copies of the appropriate license or contract.
- c) Development activities associated with pleasure craft or other non-active commercial fishing vessels shall comply with the other relevant sections of this Shoreline Master Program including but not limited to Section 3.13, Parking.

Section 3.11 - MARINAS, MOORAGE FACILITIES, PIERS, DOCKS AND FLOATS.
Includes, in part, the following policies and regulations:

POLICIES:

2. Marinas should be designed so that they will have minimum interference with public use of the surface of the water and should not extend beyond the Outer Harbor Line.
5. Piers and floats should be designed so that they will have minimum interference with the public use of the water's surface and access along the water's edge.

REGULATIONS:

4. Marinas shall be designed, built, and operated so that no part of a pier or float or moorage watercraft extends waterward of the outer harbor line at any time.

7. All moorages, wharves, piers, floats and vessels moored at marina facilities shall be located no closer than twelve feet from the property line, either private property or state lease land. Location closer than twelve feet from the property line may be permitted upon the submission to the City of a covenant executed between the property owner/applicant and the adjacent property owner covering the agreement for the joint use of common lot lines, which covenant shall run with the land and be filed with the Pierce County Auditor as a covenant with the land. *The intent of this regulation is to provide a minimum ingress/egress of twenty-four (24) feet. All space greater than twenty-four feet in width is intended to be provided by the applicant or through an agreement with the adjacent property owner/lessee.*

9. Where moorage is offered in a new, expanded or renovated existing marinas, pump-out, holding and/or treatment facilities shall be provided for sewage contained on boats and/or vessels. Such facilities shall be located so as to be conveniently accessible to all boats, The responsibility for the adequate and approved collection and disposal of marina originated sewage, solid waste and petroleum waste lies with the marina operator.

10. Marinas shall have adequate facilities and establish posted operational procedures for fuel and sewage handling and storage in order to prevent and minimize accidental spillage.

11. Marinas shall have facilities, equipment and established, posted procedures for the containment, recovery and mitigation for spilled petroleum, sewage and toxic products and debris from maintenance and repair.

12. Marina operators shall post the following signs where they are readily visible to all marina users;
 - a. Regulations pertaining to handling and disposal of waste including gray water, sewage and toxic materials;
 - b. Regulations prohibiting the use of marine toilets while moored unless these toilets are self-contained or have an approved treatment device;
 - c. Regulations prohibiting the disposal of fish and shellfish cleaning wastes, scrap fish, viscera or unused bait in or near the marina waters;
 - d. Rules and BMP's for boat maintenance and repairs in the marina.

2. Zoning Ordinance:

GHMC Section 17.50.020 states that piers, docks wharfs and associated buildings are permitted uses

IV. BACKGROUND INFORMATION: The subject parcel is the site of the Ross residence, net shed and dock. The dock currently consists of two floats which extend approximately 180 feet from the mean low water mark. According to Mr. Ross, the dock is used for the family commercial fishing operation.

The site abuts the property of Mr. Robert Philpott, who recently applied for a Shoreline Substantial Development and Conditional Use permit to construct a fueling dock. Mr. Philpott proposed to revise his DNR lease line which would shift the outer edge of the lease line 5 feet into Mr. Ross's proposed lease land. Mr. Philpott's application for a fuel dock was denied by the City, but is currently in litigation.

V. REQUEST/PROJECT DESCRIPTION: Mr. Ross wishes to extend his existing dock an additional 110 feet. This will involve installation on one more float, 8 feet wide. The proposed lease area would extend out as far as Mr. Philpott's lease area, reaching a previously established non-leasable area just west of the outer harbor line.

The applicant has submitted the following statement (shown in *italics*) which in part describes his proposal:

The Ross family for our commercial fishing operation uses the Ross Dock, there is four members of the family that is directly involved in the fishing business.

The size of watercraft that uses and will use the dock ranges in length from 8 feet to fifty-eight feet.

There are no liveaboard vessels nor are there slips allocated for such.

There are no plans for water supply lines, pump-out facilities, solid waste collection points, and outdoor lighting.

VI. PUBLIC NOTICE: legal notice was sent to property owners within 300 feet and was published in the Peninsula Gateway on July 23, 1997. No public input has been received.

VII. ANALYSIS:

1. Planning Staff:

- a) As stated in the Shoreline Master program, parking is not required for commercial fishing vessels, provided that there is at least one load/unload parking space maintained on-site. While the upland portion of the includes a large asphalt area, no parking spaces have been delineated, nor has any parking locations been identified on the submitted site plan.
- b) The staff has noticed what appear to be non-commercial vessels moored at the Ross site. Proof of active license for commercial fishing vessels or an active contract for commercial fishing boat tenders will be required.
- c) To conform to the 12-foot setback requirements for either structures or moored vessels, no moorage would be allowed on the north (Philpott) side of the Ross dock. No vessels wider than 10 feet in width would be allowed on the south side of the dock, unless a covenant is executed between the two property owners as per SMP Section 3.11.7 which assures a minimum ingress/egress of 24 feet.
- d) While the Shoreline Master Program (SMP) requires pump-out, holding, and/or treatment facilities for expanded or renovated existing marinas, Mr. Ross has stated that no pump-out facilities are proposed. The facility would therefore not be in compliance with the SMP.
- e) No operational procedures have been discussed or submitted with this application.
- f) No containment or mitigation of spills procedures have been discussed or submitted with this application.
- g) Additional signage and regulation procedures as required have not been discussed or submitted with this application.

2. Building Official: Please consider the following as my comments to the application project stated above:

- a) Fire hydrants and water mains must be extended to within 150 feet of all portions of each building and the marina facilities. Marina hose racks and fire lines must conform to the present Gig Harbor Fire Code.
- b) Fire flow volume will be required dependant upon the site use. See Appendix Table No. A-III-A-1, 1991 UBC. City of Gig Harbor Fire Flow is

presently available on Harborview Drive. State locations of fire department connections and fire hydrants.

- c) Fire protection and access is limited due to existing structures and marina facilities. Provide setup areas and fire lanes to within 150 feet of all portions of each building in accordance with the 1994 Uniform Fire Code.
- d) Knox Box will be required for access to the marina if access is restricted. The exitway from the marina and buildings **must be openable from the inside** without use of key or special knowledge.
- e) A change of use for the existing buildings will require the buildings to be made to conform to codes which are current at the time of permit application. State existing and proposed use of each building. State type and quantities of flammable and combustible liquids that are stored at the site. State if welding and the use of open flame will be proposed and locations on the site.

A complete plan review will be completed upon submittal of plans for a building permit.

- 3. Public Works: No comments received.
- 4. SEPA Responsible Official: On July 21, 1997, the SEPA Responsible Official issued a determination of non-significance (DNS) under WAC 197-11-340(2).
- 5. Washington State Department of Natural Resources: Mr. David Palazzi from the DNR sent notice on July 25, 1997 (received July 29) identifying inconsistencies in the answers to questions 4.a and 4.b in the environmental checklist. In answer to question 4.a, Mr. Ross identified marine algae at the site. However, in responding to question 4.b, Mr. Ross stated that there would be no alteration of the aquatic vegetation. Mr. Palazzi stated that a float's shade would alter or destroy a portion of the aquatic vegetation and that this inconsistency should be corrected or clarified in the environmental checklist.

VIII. FINDINGS AND CONCLUSIONS:

Based upon a site inspection and the analysis contained in Part VII of this report, the Staff finds as follows:

- 1. The proposal does not conform to the loading/unloading parking space requirements for commercial fishing vessels.

2. Use of the float for commercial fishing vessels is allowed provided that proof of active license for commercial fishing vessels or an active contract for commercial fishing boat tenders is submitted to the City.
3. To conform to the 12-foot setback requirements for either structures or moored vessels, no moorage would be allowed on the north (Philpott) side of the Ross dock. No vessels wider than 10 feet in width would be allowed on the south side of the dock, unless a covenant is executed between the two property owners as per SMP Section 3.11.7 which assures a minimum ingress/egress of 24 feet.
4. While the Shoreline Master Program (SMP) requires pump-out, holding, and/or treatment facilities for expanded or renovated existing marinas, Mr. Ross has stated that no pump-out facilities are proposed. The facility would therefore not be in compliance with the SMP.
5. No operational procedures have been discussed or submitted with this application.
6. No containment or mitigation of spills procedures have been discussed or submitted with this application.
7. Additional signage and regulation procedures as required have not been discussed or submitted with this application.

IX. RECOMMENDATION:

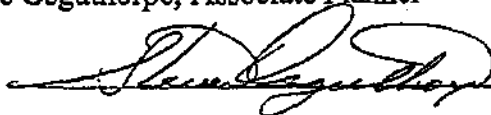
The staff recommends that this item be continued to the next Hearing Examiner meeting to allow time to correct or clarify the inconsistency in the environmental checklist identified by the DNR; and to also allow the applicant time to submit a revised site plan indicating the location of the required loading/unloading parking space, as well as a sewerage disposal plan which shall include a pump-out, holding and/or treatment facility.

Pending review of these items, the staff will be recommending, at a minimum, the following conditions of approval:

1. Prior to permit issuance, the applicant shall submit to the City evidence of a lease from the Department of Natural Resources of the lease land area indicated in Mr. Ross' Shoreline Permit application.
2. One parking space for loading/unloading shall be reserved on site in the location indicated on the approved site plan.
3. Only those vessels which are licensed for commercial fishing vessels or which are part of an active contract for commercial fishing boat tenders may be moored at the dock.

4. No moorage shall be allowed on the north side of the dock. No vessels wider than 10 feet in width shall be allowed on the south side of the dock, unless a covenant is executed between the two property owners as per SMP Section 3.11.7 which assures a minimum ingress/egress of 24 feet.
5. Prior to permit issuance, details of a pump-out, holding, and/or treatment facility shall be submitted to and approved by the Public Works Department. The approved facility shall be installed prior to issuance of a certificate of occupancy.
6. Prior to occupancy of the marina, operational procedures for fuel and sewage handling and storage shall be posted.
7. Prior to occupancy of the marina, containment or mitigation of spills procedures shall be posted.
8. Prior to occupancy of the marina, the following rules and regulations shall be posted in clear site of the marina users:
 - a. Regulations pertaining to handling and disposal of waste including gray water, sewage and toxic materials;
 - b. Regulations prohibiting the use of marine toilets while moored unless these toilets are self-contained or have an approved treatment device;
 - c. Regulations prohibiting the disposal of fish and shellfish cleaning wastes, scrap fish, viscera or unused bait in or near the marina waters;
 - d. Rules and BMP's for boat maintenance and repairs in the marina.
9. The project shall conform to all fire and building code requirements as determined by the City's Fire Marshal and Building Official.

Project Planner: Steve Osguthorpe, Associate Planner



Date: 7-30-97

FEB 25 1998

PLANNING AND BUILDING
SERVICES

CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS, CONCLUSIONS AND DECISION

APPLICANT: Adam J. Ross, Sr.
CASE NO.: SDP 97-03
LOCATION: 3309 Harborview Drive
APPLICATION: Application for a Shoreline Management Substantial Development Permit for a float extension 8 feet wide by 105 feet long.

SUMMARY OF RECOMMENDATION AND DECISION:

Staff Recommendation: Approve with conditions
Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file which included the Community Development Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Ross application was opened at 5:02 p.m. January 21, 1998, in the City Hall, Gig Harbor, Washington, and closed at 5:20 pm. The hearing was held open administratively until February 12, 1998 to allow time for response to issues raised in the staff report. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Planning Department.

HEARING TESTIMONY:

The following is a summary of the testimony offered at the public hearing:

From the City:

Steve Osguthorpe reviewed the staff report and history of the request.

From the Applicant:

Adam Ross, Jr. Submitted Exhibit F into the record and reviewed the history of the property.

He noted:

- The property has had a commercial fishing dock which has been owned and operated by the family for generations.
- Only commercial fishing vessels will be tied up to the dock.
- On the south side, the Harborview Condo Marina encroaches on the Ross upland property.

- DNR wants to maintain a 30 foot easement for the Harborview Condo Marina and the Ross drawings account for that.
- The City requires 24 feet of separation and the proposed dock will have 30 feet.
- The Harborview Condo Marina goes right up to the lease area. They have no setback.
- If the Harborview Condo Marina was in compliance with the code there would be 42 feet of separation between the Ross dock and the Harborview Condo Marina.
- The proposed Philpot dock is on the other side of the proposed Ross dock extension and there have been several letters from DNR indicating there will be no lease on the Philpot side.

From the Community:

No one from the general public spoke at the public hearing.

CORRESPONDENCE:

No correspondence regarding this application was received from members of the general public. Several letters and memos were submitted by City staff and by the applicant. In addition to correspondence from City staff and the applicant, the applicant's attorney submitted several letters (See Exhibit List).

FINDINGS, CONCLUSIONS AND DECISION:

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS:

1. The information contained in Sections of the Planning Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact, except as modified by this report. A copy of said report is available in the Planning Department.
2. The applicant's attorney and staff disagree over whether or not the Gig Harbor SMP differentiates between marinas and moorage facilities for commercial fishing vessels.
3. The attorney contends that...*Basic rules of construction require the words and-phrases be given their ordinary meaning, and moreover, that all clauses be given effect. Here, marinas are differentiated from commercial fishing moorage by the word "or", establishing that marinas differ from commercial fishing boat moorage.*

4. A dictionary definition of the word "or" follows:
Black's Law Dictionary, abridged sixth edition, defines the word "or" as:
"A disjunctive particle used to express an alternative or to give a choice of one among two or more things. It is also used to clarify what has already been said, and in such cases, means "in other words," "to wit," or "that is to say." The word "or" is to be used as a function word to indicate an alternative between different or unlike things. In some usage's, the word "or" creates a multiple rather than an alternative obligation; where necessary in interpreting an instrument, "or" may be construed to mean "and.""
5. The first sentence in the purpose section of Section 3.06 of the Gig Harbor SMP states:
"The commercial fishing industry consists of the vessels, the moorage facilities and the upland facilities and structures which provide direct support to the industry.
6. The first two sentences in the purpose section of Section 3.11 of the Gig Harbor SMP state: *"Marinas and moorage facilities provide commercial moorage, launching, storage for watercraft, including services, supplies, parking and other supporting activities. Due to the commercial nature of marina activities, marinas should also be consistent with the Policies and Regulations under Commercial Development."*

B. CONCLUSIONS:

1. The conclusions prepared by the Planning Staff and contained in Sections of the Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiner's conclusions, except as modified by this report. A copy of said report is available in the Planning Department.
2. After review of the file and the Gig Harbor SMP, the Examiner concurs with the applicant's attorney that the extension of an existing commercial fishing float is not the equivalent of the extension of a marina for purposes of setback and sewerage requirements. The Examiner believes the SMP lacks clarity with respect to that issue. The Examiner also believes that because regulations such as the SMP are in derogation of the common law and operate to deprive an owner of property of a use of the property (or in this case, a DNR lease area) which would otherwise be lawful, any lack of clarity of the SMP should be interpreted in favor of the property owner (or lease holder). Furthermore, the subject site has been used for commercial fishing vessel moorage for generations and no instance was noted in the staff report or at the hearing that the existing lack of a pump out, holding and/or treatment facility on the existing moorage facility has resulted in a pollution problem. The Examiner also concurs with the applicant's attorney

3. While the Examiner concurs with the applicant's attorney that no pump out facilities should be required for an extension of the existing commercial fishing moorage, it should be noted that before pleasure craft can be allowed to be moored at the dock it will need to be brought into compliance with the code, and a pump-out, holding, and/or treatment facility will need to be installed.
4. The issue raised by the applicant's attorney in Exhibit K relative to the Uniform Fire Code is an administrative issue which should be addressed by staff. If the applicant is not satisfied with the staff interpretation of the code, then an appeal can be filed.

C. DECISION:

Based upon the foregoing findings of fact and conclusions, the requested Shoreline Substantial Development permit is approved, subject to the following conditions:

1. Prior to permit issuance, the applicant shall submit to the City evidence of a lease from the Department of Natural Resources of the lease land area indicated in Mr. Ross' Shoreline Permit application.
2. One parking space for loading/unloading shall be reserved on site in the location indicated on the approved site plan.
3. Only those vessels which are licensed for commercial fishing vessels or which are part of an active contract for commercial fishing boat tenders may be moored at the dock.
4. No moorage shall be allowed on the north side of the dock.
5. If the dock is converted to use as moorage for pleasure craft, details of a plan for a pump-out, holding, and/or treatment facility shall be submitted to the Public Works Department for review and approval. The approved facility must be installed before the moorage facility may be used for the moorage of pleasure craft.
6. Prior to occupancy of the dock, operational procedures for fuel and sewage handling and storage shall be posted.
7. Prior to occupancy of the dock, containment or mitigation of spills shall be posted.
8. Prior to occupancy of the dock, the following rules and regulations shall be posted in clear sight of moorage users:
 - a) Regulations pertaining to handling and disposal of waste, including gray water, sewage and toxic materials;
 - b) Regulations prohibiting the use of marine toilets while moored unless these toilets are self-contained or have an approved treatment device;
 - c) Regulations prohibiting the disposal of fish and shellfish cleaning wastes, scrap fish, viscera or unused bait in or near the marina waters;
 - d) Rules and BMP's for boat maintenance and repairs in the marina.
9. The project shall conform to all fire and building code requirements as determined by the City's Fire Marshal and Building Official.

Dated this 24th day of February, 1998.



Ron McConnell
Hearing Examiner

APPEAL OF EXAMINER'S DECISION:

Any party of record who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Department within (14) calendar days from the date the final decision of the Examiner is rendered.

Such appeal shall be submitted in accordance with Chapter 19.06 GHMC.

EXHIBITS:

The following exhibits were offered and entered into the record:

- A. Staff Report dated July 30, 1997, with attachments
- B. Memo from Adam Ross, dated October 21, 1997
- C. Letter Steve Osguthorpe, dated November 3, 1997
- D. Memo from Steve Osguthorpe, dated January 15, 1998
- E. Letter from Adam Ross, dated January 19, 1998
- F. Ross Dock Extension Booklet
- G. Memo from Steve Osguthorpe, dated February 2, 1998
- H. Notice of Appearance, dated February 6, 1998
- I. Letter from Mary Kay High, dated February 6, 1998
- J. Memo from Ron McConnell, dated February 9, 1998
- K. Letter from Mary Kay High, dated February 8, 1998
- L. Memo from Planning Staff, dated February 10, 1998
- M. Letter from Mary Kay High, dated February 12, 1998
- N. Memo from Ron McConnell, dated February 13, 1998

PARTIES OF RECORD:

Adam Ross, Sr.
3309 Harborview Drive
Gig Harbor, WA 98335

Adam Ross, Jr.
3309 Harborview Drive
Gig Harbor, WA 98335

Mary Kay High
109 Tacoma Ave. N
Tacoma, WA 98403

Planning Department

RECEIVED
CITY OF GIG HARBOR

MAR 31 1998

PLANNING AND BUILDING
SERVICES

CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS, CONCLUSIONS AND REISSUED DECISION

APPLICANT: Adam J. Ross, Sr.
CASE NO.: SDP 97-03
LOCATION: 3309 Harborview Drive
APPLICATION: Application for a Shoreline Management Substantial Development Permit for a float extension 8 feet wide by 105 feet long.

SUMMARY OF RECOMMENDATION AND DECISION:

Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file which included the Community Development Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Ross application was opened at 5:02 p.m. January 21, 1998, in the City Hall, Gig Harbor, Washington, and closed for oral testimony at 5:20 p.m. The hearing was held open administratively until February 12, 1998 to allow time for response to issues raised in the staff report. As noted under correspondence below, the hearing was reopened administratively to consider written comments which had not been considered prior to the issuance of my original decision on this subject. After the Examiner became aware of the letters from the general public, the hearing was reopened administratively and copies of the letters were sent to the applicant's attorney. She was allowed to respond to the letters until close of business on March 20, 1998 if she desired - no response was received. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Planning Department.

HEARING TESTIMONY:

The following is a summary of the testimony offered at the public hearing:

From the City:

Steve Osguthorpe reviewed the staff report and history of the request.

From the Applicant:

Adam Ross, Jr. Submitted Exhibit F into the record and reviewed the history of the property.

He noted:

- The property has had a commercial fishing dock which has been owned and operated by the family for generations.
- Only commercial fishing vessels will be tied up to the dock.
- On the south side, the Harborview Condo Marina encroaches on the Ross upland property.
- DNR wants to maintain a 30 foot easement for the Harborview Condo Marina and the Ross drawings account for that.
- The City requires 24 feet of separation and the proposed dock will have 30 feet.
- The Harborview Condo Marina goes right up to the lease area. They have no setback.
- If the Harborview Condo Marina was in compliance with the code there would be 42 feet of separation between the Ross dock and the Harborview Condo Marina.
- The proposed Philpot dock is on the other side of the proposed Ross dock extension and there have been several letters from DNR indicating there will be no lease on the Philpot side.

From the Community:

No one from the general public spoke at the public hearing.

CORRESPONDENCE:

After the Hearing Examiner decision was rendered, the Examiner was informed by the City Attorney that a number of letters from the general public had been timely submitted to the City, but had not been seen by the Examiner before the decision was issued. Therefore, the decision was withdrawn and the letters have been read prior to the preparation of this decision.. Several letters and memos were also submitted by City staff, and by the applicant and his attorney (See Exhibit List). The main objections expressed in the letters which had been submitted in opposition to the application were that:

- Any widening or extension of the Ross float would hamper ingress and egress for owners of slips at the Harborview Condominium Marina, particularly when the "Jackie R" is moored to the south side of the Ross float.
- The proposed addition to the Ross float would severely lessen the market value of the affected slips at the Harborview Condominium Marina.

FINDINGS, CONCLUSIONS AND DECISION:

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS:

1. The information contained in Sections of the Planning Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact, except as modified by this report. A copy of said report is available in the Planning Department.
2. The applicant's attorney and staff disagree over whether or not the Gig Harbor SMP differentiates between marinas and moorage facilities for commercial fishing vessels.
3. The attorney contends that...*Basic rules of construction require the words and phrases be given their ordinary meaning, and moreover, that all clauses be given effect. Here, marinas are differentiated from commercial fishing moorage by the word "or", establishing that marinas differ from commercial fishing boat moorage.*
4. A dictionary definition of the word "or" follows:
Black's Law Dictionary, abridged sixth edition, defines the word "or" as:
"A disjunctive particle used to express an alternative or to give a choice of one among two or more things. It is also used to clarify what has already been said, and in such cases, means "in other words," "to wit," or "that is to say." The word "or" is to be used as a function word to indicate an alternative between different or unlike things. In some usage's, the word "or" creates a multiple rather than an alternative obligation; where necessary in interpreting an instrument, "or" may be construed to mean "and.""
5. The first sentence in the purpose section of Section 3.06 of the Gig Harbor SMP states:
"The commercial fishing industry consists of the vessels, the moorage facilities and the upland facilities and structures which provide direct support to the industry.
6. The first two sentences in the purpose section of Section 3.11 of the Gig Harbor SMP state: *"Marinas and moorage facilities provide commercial moorage, launching, storage for watercraft, including services, supplies, parking and other supporting activities. Due to the commercial nature of marina activities, marinas should also be consistent with the Policies and Regulations under Commercial Development."*
7. The City of Gig Harbor requires that all moorages, wharves, piers, floats and vessels moored at marina facilities shall be located no closer than 12 feet from the property line, either private property or state lease land (Shoreline Master Program Regulation 3.11.7). The intent of the regulation is to provide a minimum ingress/egress of twenty four feet.

B. CONCLUSIONS:

1. The conclusions prepared by the Planning Staff and contained in Sections of the Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiner's conclusions, except as modified by this report. A copy of said report is available in the Planning Department.
2. After review of the file and the Gig Harbor SMP, the Examiner concurs with the applicant's attorney that the extension of an existing commercial fishing float is not the equivalent of the extension of a marina for purposes of setback and sewerage requirements. The Examiner believes the SMP lacks clarity with respect to that issue. The Examiner also believes that because regulations such as the SMP are in derogation of the common law and operate to deprive an owner of property of a use of the property (or in this case, a DNR lease area) which would otherwise be lawful, any lack of clarity of the SMP should be interpreted in favor of the property owner (or lease holder). Furthermore, the subject site has been used for commercial fishing vessel moorage for generations and no instance was noted in the staff report or at the hearing that the existing lack of a pump out, holding and/or treatment facility on the existing moorage facility has resulted in a pollution problem. The Examiner also concurs with the applicant's attorney and believes the intent of the SMP regulation regarding setbacks has been met.
3. While the Examiner concurs with the applicant's attorney that no pump out facilities should be required for an extension of the existing commercial fishing moorage, it should be noted that before pleasure craft can be allowed to be moored at the dock it will need to be brought into compliance with the code, and a pump-out, holding, and/or treatment facility will need to be installed.
4. The issue raised by the applicant's attorney in Exhibit K relative to the Uniform Fire Code is an administrative issue which should be addressed by staff. If the applicant is not satisfied with the staff interpretation of the code, then an appeal can be filed.
5. The issues raised by owners of slips at the Harborview Condominium Marina have been reviewed and although the access to the Harborview Condominium Marina slips may be constrained, the amount of separation between the proposed Ross float and the Harborview Condominium Marina slips (30 feet) exceeds the amount of separation between floats which is required by the City. The applicant will also need to meet setback requirements for any vessel tied to the proposed float. Furthermore, no substantive information was submitted by opponents to the proposal as to why or how much the proposal would diminish the value of their investments.

C. DECISION:

Based upon the foregoing findings of fact and conclusions, the requested Shoreline Substantial Development permit is approved, subject to the following conditions:

1. Prior to permit issuance, the applicant shall submit to the City evidence of a lease from the Department of Natural Resources of the lease land area indicated in Mr. Ross' Shoreline Permit application.
2. One parking space for loading/unloading shall be reserved on site in the location indicated on the approved site plan.
3. Only those vessels which are licensed for commercial fishing vessels or which are part of an active contract for commercial fishing boat tenders may be moored at the dock.
4. If the dock is converted to use as moorage for pleasure craft, details of a plan for a pump-out, holding, and/or treatment facility shall be submitted to the Public Works Department for review and approval. The approved facility must be installed before the moorage facility may be used for the moorage of pleasure craft.
5. Prior to occupancy of the dock, operational procedures for fuel and sewage handling and storage shall be posted.
6. Prior to occupancy of the dock, containment or mitigation of spills shall be posted.
7. Prior to occupancy of the dock, the following rules and regulations shall be posted in clear sight of moorage users:
 - a) Regulations pertaining to handling and disposal of waste, including gray water, sewage and toxic materials;
 - b) Regulations prohibiting the use of marine toilets while moored unless these toilets are self-contained or have an approved treatment device;
 - c) Regulations prohibiting the disposal of fish and shellfish cleaning wastes, scrap fish, viscera or unused bait in or near the marina waters;
 - d) Rules and BMP's for boat maintenance and repairs in the marina.
9. The project shall conform to all fire and building code requirements as determined by the City's Fire Marshal and Building Official.

Dated this 30th day of March, 1998.



Ron McConnell
Hearing Examiner

APPEAL OF EXAMINER'S DECISION:

Any party of record who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Department within (14) calendar days from the date the final decision of the Examiner is rendered.

Such appeal shall be submitted in accordance with Chapter 19.06 GHMC.

EXHIBITS:

The following exhibits were offered and entered into the record:

- A. Staff Report dated July 30, 1997, with attachments
- B. Memo from Adam Ross, dated October 21, 1997
- C. Letter Steve Osguthorpe, dated November 3, 1997
- D. Memo from Steve Osguthorpe, dated January 15, 1998
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- G. Memo from Steve Osguthorpe, dated February 2, 1998
- H. Notice of Appearance, dated February 6, 1998
- I. Letter from Mary Kay High, dated February 6, 1998
- J. Memo from Ron McConnell, dated February 9, 1998.
- K. Letter from Mary Kay High, dated February 8, 1998
- L. Memo from Planning Staff, dated February 10, 1998
- M. Letter from Mary Kay High, dated February 12, 1998
- N. Memo from Ron McConnell, dated February 13, 1998
- O. Memo from Ron McConnell, dated March 9, 1998
- P. Letter from Gerald C. Davies, dated August 7, 1997
- Q. Letter from Ted Falconer, dated August 7, 1997
- R. Letter from Ivan H. & Aurora P. Matlock, dated August 8, 1997
- S. Letter from Esther L. Heather Davies, dated August 8, 1997
- T. Letter from Harlan and Denise Schmidt, dated August 8, 1997.
- U. Letter from R. B. Andrews, dated August 9, 1997.
- V. Letter from Kim Jorgenson, dated August 15, 1997
- W. Letter from Gregory Clark, received September 10, 1997
- X. Letter from Sumiho Wada, dated August 13, 1997
- Y. Letter from Robert Pohl, Jr., received August 15, 1997
- Z. Letter from Don Larson, dated August 16, 1997
- AA. Letter from May Hudson, dated August 19, 1997
- BB. Letter from John Platt, received August 20, 1997
- CC. Letter from Charles W. Peterson, dated August 20, 1997
- DD. Letter from Nina Howard, dated August 26, 1997
- EE. Letter from Terence and Irene Hanley, dated August 27, 1997
- FF. Letter from Gregg and Karen Warter, dated August 27, 1997
- GG. Letter from William and Margaret Schlemmer, dated September 9, 1997
- HH. Letter from Mary Kay High, dated March 12, 1998
- II. Memo from Ron McConnell, dated March 13, 1998

PARTIES OF RECORD:

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3309 Harborview Drive
Gig Harbor, WA 98335

Adam Ross, Jr.
3309 Harborview Drive
Gig Harbor, WA 98335

Mary Kay High
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Gerald & Esther Heather Davies
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Gig Harbor, WA 98332

Ted Falconer
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Ivan & Aurora Matlock
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Gig Harbor, WA 98335

Gregory Clark
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Gig Harbor, WA 98335

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Gig Harbor, WA 98335

Robert Pohl, Jr.
6815 Cascade Ave.
Gig Harbor, WA 98335

Don Larson
3916 36th St. NW
Gig Harbor, WA 98335

May Hudson
% Harborview Marina
3219 Harborview Dr.
Gig Harbor, WA 98335

John Platt
% Harborview Marina
3219 Harborview Dr.
Gig Harbor, WA 98335

Charles Peterson
% Harborview Marina
3219 Harborview Dr.
Gig Harbor, WA 98335

Nina Howard
% Harborview Marina
3219 Harborview Dr.
Gig Harbor, WA 98335

Terence and Irene Hanley
% Harborview Marina
3219 Harborview Dr.
Gig Harbor, WA 98335

Gregg & Karen Water
8510 Warren Dr. NW
Gig Harbor, WA 98335

William & Margaret Schlemmer
10706 Crescent Valley Dr. NW
Gig Harbor, WA 98332

Planning Department



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: October 21, 1998
SUBJECT: THIRD QUARTER FINANCIAL REPORT

Attached are the quarterly financial reports for the third quarter of 1997.

Total resources, including all revenues and beginning cash balances, are at 62% of the annual budget. Revenues, excluding cash balances, are at 86% of the annual budget while expenditures are at 31%.

General Fund revenues (excluding beginning balance) are ahead of pace at 83% of budget. Sales tax receipts at 83% of budget. At this time it appears that sales tax revenues will exceed our budget of \$1.9 million and come in at about \$2.0 million. Property tax receipts should, end up near budget. License and Permit revenues have already the 1998 budget estimate of \$140,700 by \$41,700. The bulk of this can be attributed to building permits and plan checking fees. At this time, it appears the General Fund will meet or exceed total budgeted revenues for 1998.

General Fund expenditures are at 68% of budget. Non-departmental has expended 80% of budget. This includes transfers of \$250,000 to Property Acquisition and \$280,000 to '97 LTGO Bonds. All other departments are below 70% of budgeted expenditures.

Street revenues are 11% and expenditures 13% of budget because projects budgeted at \$3.6 million and related revenues have not yet been started.

Water and Sewer revenues are 71% and 63% of budget. Water expenditures are 67% of budget while Sewer expenditures are 64%. We should experience an increase in revenues in the 4th quarter. Both Water and Sewer should be near budgeted revenues. It appears we should be well within our expenditures budget for both Water and Sewer.

Cash balances appear adequate in all funds. On October 1 and 7, all three of our 5.7% investments were called. The proceeds were placed in the treasurer's Pool.

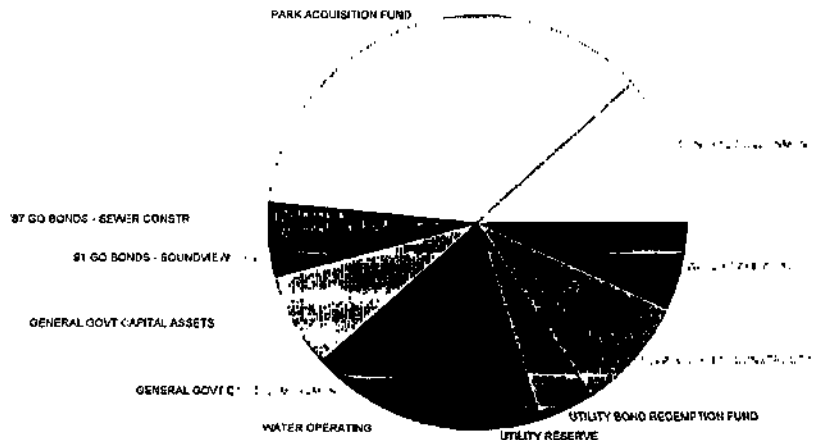
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF SEPTEMBER 30, 1998**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$810,993	\$3,055,254	\$2,897,853	(\$29,929)	\$938,465
101	STREET FUND	253,475	479,020	613,476	(45,907)	73,111
105	DRUG INVESTIGATION FUND	11,831	3,573	2,833	-	12,571
107	HOTEL-MOTEL FUND	19,809	23,847	16,880	-	26,775
109	PARK ACQUISITION FUND	2,611,544	321,607	4,224	-	2,928,927
200	'78 GO BONDS - FIRE	0	-	-	-	0
201	'75 GO BONDS - SEWER	0	-	-	-	0
203	'87 GO BONDS - SEWER CONSTR	152,832	90,989	14,278	(57)	229,487
208	91 GO BONDS - SOUNDVIEW DRIVE	79	290,765	52,177	(173)	238,495
301	GENERAL GOVT CAPITAL ASSETS	533,775	109,909	50,000	-	593,684
305	GENERAL GOVT CAPITAL IMPRVMENT	307,960	99,047	-	-	407,007
401	WATER OPERATING	385,020	453,795	336,627	29,884	532,073
402	SEWER OPERATING	70,639	596,482	636,028	38,505	69,599
407	UTILITY RESERVE	498,697	29,030	-	-	527,727
408	UTILITY BOND REDEMPTION FUND	366,866	43,799	513,650	440,696	337,712
410	SEWER CAPITAL CONSTRUCTION	580,383	153,320	46,576	17,725	704,852
411	STORM SEWER OPERATING	16,554	128,296	123,216	(1,526)	20,107
420	WATER CAPITAL ASSETS	638,419	74,191	160,887	(30)	551,693
605	LIGHTHOUSE MAINTENANCE TRUST	2,590	127	-	-	2,717
631	MUNICIPAL COURT	-	58,611	53,590	(5,022)	-
801	CLEARING CLAIMS	-	-	-	-	-
		<u>\$7,261,467</u>	<u>\$6,011,661</u>	<u>\$5,522,293</u>	<u>\$444,166</u>	<u>\$8,195,001</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 1998**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$300
CASH IN BANK		1.490%	19,256
LOCAL GOVERNMENT INVESTMENT POOL		5.464%	7,575,445
FEDERAL HOME LOAN BANK	06/16/99	5.750%	100,000
FEDERAL HOME LOAN BANK	06/24/99	5.703%	100,000
STUDENT LOAN MARKETING ASSOC	07/01/99	5.710%	100,000
FEDERAL HOME LOAN BANK	09/10/03	6.060%	300,000
			<u>\$8,195,001</u>

Ending Cash Balances By Fund No.

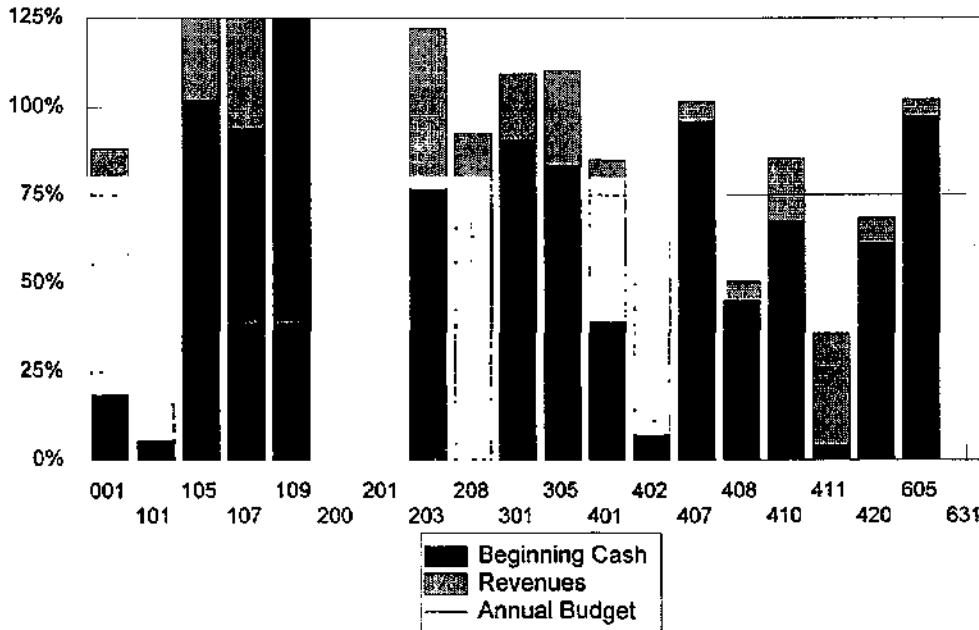


Smaller balances are excluded from chart

**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING SEPTEMBER 30, 1998**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$4,384,136	\$3,866,247	\$517,889	88.19%
101	STREET FUND	4,604,510	732,494	3,872,016	15.91%
105	DRUG INVESTIGATION FUND	11,600	15,404	(3,804)	132.79%
107	HOTEL-MOTEL FUND	21,100	43,655	(22,555)	206.90%
109	PARK ACQUISITION FUND	1,517,000	2,933,151	(1,416,151)	193.35%
200	'78 GO BONDS - FIRE	-	0	(0)	NA
201	'75 GO BONDS - SEWER	5,311	0	5,311	0.00%
203	'87 GO BONDS - SEWER CONSTR	200,000	243,821	(43,821)	121.91%
208	91 GO BONDS - SOUNDVIEW DRIVE	314,174	290,845	23,329	92.57%
301	GENERAL GOVT CAPITAL ASSETS	590,000	643,684	(53,684)	109.10%
305	GENERAL GOVT CAPITAL IMPROVEMENT	370,000	407,007	(37,007)	110.00%
401	WATER OPERATING	988,100	838,816	149,284	84.89%
402	SEWER OPERATING	1,005,744	667,121	338,623	66.33%
407	UTILITY RESERVE	520,000	527,727	(7,727)	101.49%
408	UTILITY BOND REDEMPTION FUND	815,919	410,665	405,254	50.33%
410	SEWER CAPITAL CONSTRUCTION	860,000	733,702	126,298	85.31%
411	STORM SEWER OPERATING	406,000	144,850	261,150	35.68%
420	WATER CAPITAL ASSETS	1,041,000	712,610	328,390	68.45%
605	LIGHTHOUSE MAINTENANCE TRUST	2,660	2,717	(57)	102.14%
631	MUNICIPAL COURT	-	58,611	(58,611)	NA
		\$17,657,254	\$13,273,128	\$4,384,126	75.17%

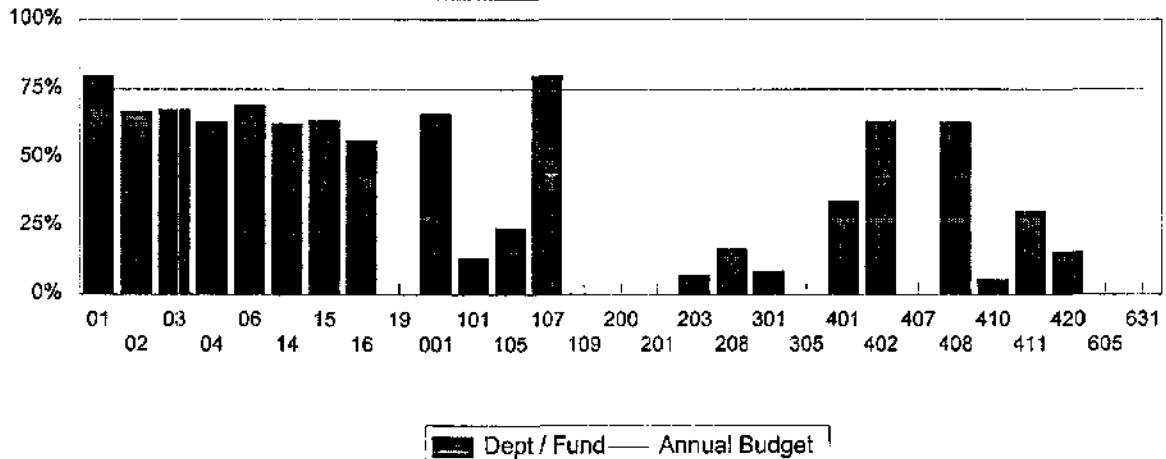
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING SEPTEMBER 30, 1998**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$782,046	\$625,446	\$156,600	79.98%
02	LEGISLATIVE	30,000	20,034	9,966	66.78%
03	MUNICIPAL COURT	262,330	176,932	85,398	67.45%
04	ADMINISTRATIVE/FINANCIAL	475,950	299,756	176,194	62.98%
06	POLICE	1,298,812	897,874	400,938	69.13%
14	COMMUNITY DEVELOPMENT	456,135	284,941	171,194	62.47%
15	PARKS AND RECREATION	837,550	533,810	303,740	63.73%
16	BUILDING	104,800	59,060	45,740	56.35%
19	ENDING FUND BALANCE	136,513	-	136,513	-
001	TOTAL GENERAL FUND	4,384,136	2,897,853	1,486,283	66.10%
101	STREET FUND	4,604,510	613,476	3,991,034	13.32%
105	DRUG INVESTIGATION FUND	11,600	2,833	8,767	24.42%
107	HOTEL-MOTEL FUND	21,100	16,880	4,220	80.00%
109	PARK ACQUISITION FUND	1,517,000	4,224	1,512,776	0.28%
200	'78 GO BONDS - FIRE	-	-	-	NA
201	'75 GO BONDS - SEWER	5,311	-	5,311	-
203	'87 GO BONDS - SEWER CONSTR	200,000	14,278	185,722	7.14%
208	91 GO BONDS - SOUNDVIEW DRIVE	314,174	52,177	261,997	16.61%
301	GENERAL GOVT CAPITAL ASSETS	590,000	50,000	540,000	8.47%
305	GENERAL GOVT CAPITAL IMPROVEM	370,000	-	370,000	-
401	WATER OPERATING	988,100	336,627	651,473	34.07%
402	SEWER OPERATING	1,005,744	636,028	369,716	63.24%
407	UTILITY RESERVE	520,000	-	520,000	-
408	UTILITY BOND REDEMPTION FUND	815,919	513,650	302,269	62.95%
410	SEWER CAPITAL CONSTRUCTION	860,000	46,576	813,424	5.42%
411	STORM SEWER OPERATING	406,000	123,216	282,784	30.35%
420	WATER CAPITAL ASSETS	1,041,000	160,887	880,113	15.46%
605	LIGHTHOUSE MAINTENANCE TRUST	2,660	-	2,660	-
631	MUNICIPAL COURT	-	53,590	(53,590)	NA
		\$17,657,254	\$5,522,293	\$12,134,961	31.27%

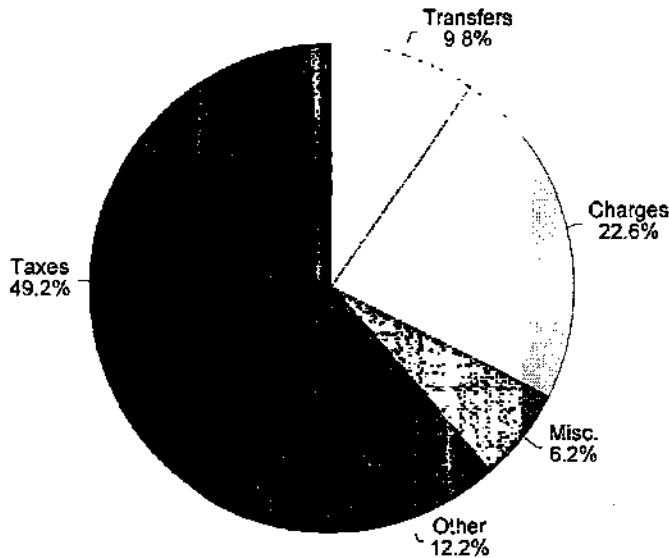
Expenditures as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 1998**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$2,959,073
Licenses and Permits	182,873
Intergovernmental	389,400
Charges for Services	1,358,884
Fines and Forfeits	79,183
Miscellaneous	375,228
Non-Revenues	79,413
Transfers and Other Sources of Funds	587,607
Total Revenues	6,011,661
Beginning Cash Balance	7,261,467
Total Resources	<u>\$13,273,128</u>

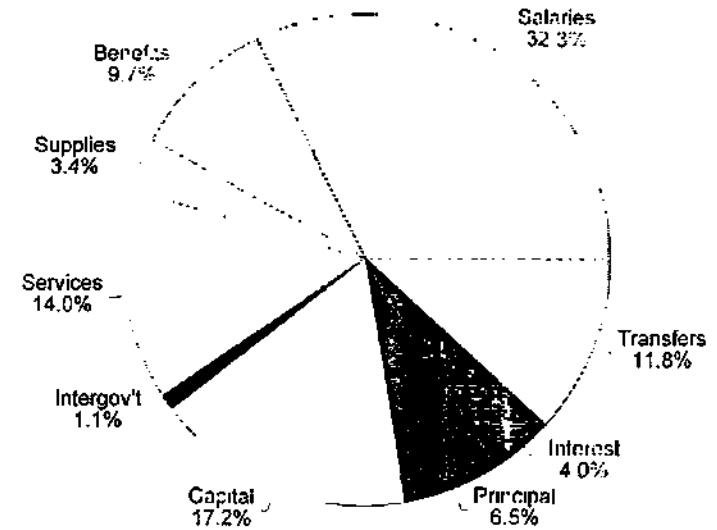
Revenues by Type - All Funds



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 1998**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$1,784,256
Personnel Benefits	536,738
Supplies	189,795
Services and Other Charges	773,027
Intergovernmental Services and Charges	58,429
Capital Expenditures	949,474
Principal Portions of Debt Payments	356,455
Interest Expense	223,649
Transfers and Other Uses of Funds	650,470
Total Expenditures	5,522,293
Ending Cash Balance	8,195,001
Total Uses	<u>\$13,717,294</u>

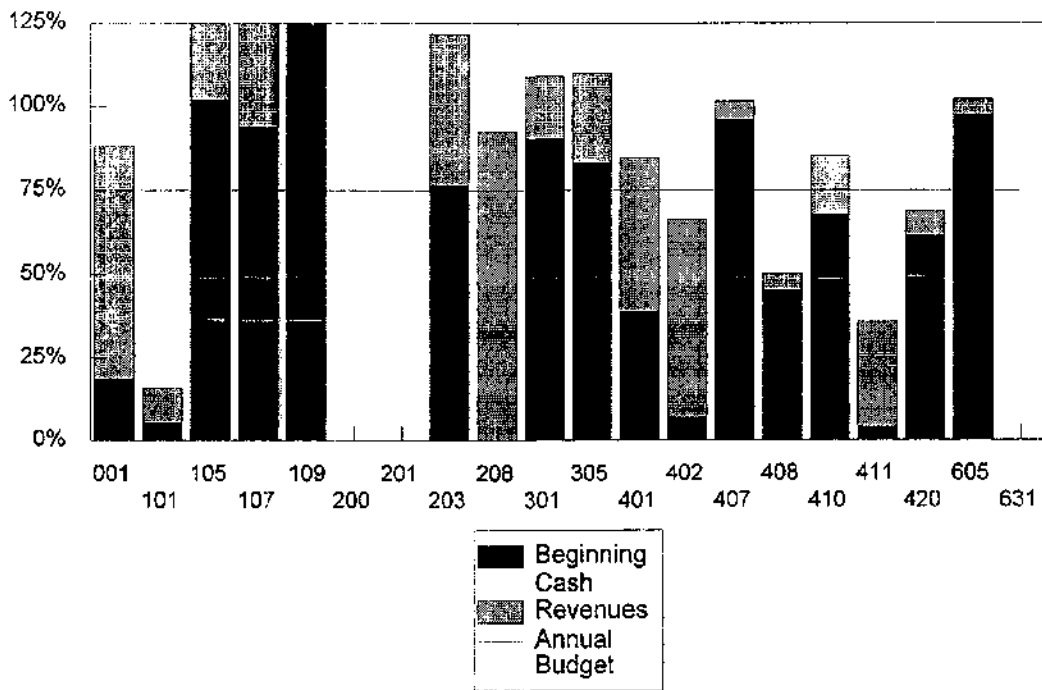
Expenditures by Type - All Funds



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING SEPTEMBER 30, 1998**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$4,384,136	\$3,866,247	\$517,889	88.19%
101	STREET FUND	4,604,510	732,494	3,872,016	15.91%
105	DRUG INVESTIGATION FUND	11,600	15,404	(3,804)	132.79%
107	HOTEL-MOTEL FUND	21,100	43,655	(22,555)	206.90%
109	PARK ACQUISITION FUND	1,517,000	2,933,151	(1,416,151)	193.35%
200	'78 GO BONDS - FIRE	-	0	(0)	NA
201	'75 GO BONDS - SEWER	5,311	0	5,311	0.00%
203	'87 GO BONDS - SEWER CONSTR	200,000	243,821	(43,821)	121.91%
208	91 GO BONDS - SOUNDVIEW DRIVE	314,174	290,845	23,329	92.57%
301	GENERAL GOVT CAPITAL ASSETS	590,000	643,684	(53,684)	109.10%
305	GENERAL GOVT CAPITAL IMPROVEMENT	370,000	407,007	(37,007)	110.00%
401	WATER OPERATING	988,100	838,816	149,284	84.89%
402	SEWER OPERATING	1,005,744	667,121	338,623	66.33%
407	UTILITY RESERVE	520,000	527,727	(7,727)	101.49%
408	UTILITY BOND REDEMPTION FUND	815,919	410,665	405,254	50.33%
410	SEWER CAPITAL CONSTRUCTION	860,000	733,702	126,298	85.31%
411	STORM SEWER OPERATING	406,000	144,850	261,150	35.68%
420	WATER CAPITAL ASSETS	1,041,000	712,610	328,390	68.45%
605	LIGHTHOUSE MAINTENANCE TRUST	2,660	2,717	(57)	102.14%
631	MUNICIPAL COURT	-	58,611	(58,611)	NA
		\$17,657,254	\$13,273,128	\$4,384,126	75.17%

Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 1998**

	SPECIAL REVENUE FUNDS								TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	605 LIGHTHOUSE MAINTENANCE	
CASH	\$2,479	\$185	\$32	\$68	\$6,666	\$1,505	\$1,032	\$7	\$9,495
INVESTMENTS	935,986	72,926	12,540	26,708	2,922,261	592,179	405,975	2,710	4,035,298
RECEIVABLES	19,278	18,251	-	-	-	-	-	-	18,251
FIXED ASSETS	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	\$957,742	\$91,362	\$12,571	\$26,775	\$2,928,927	\$593,684	\$407,007	\$2,717	\$4,063,044
LIABILITIES									
CURRENT	\$7,111	\$3,000	-	-	-	-	-	-	\$3,000
LONG TERM	16,273	16,273	-	-	-	-	-	-	16,273
TOTAL LIABILITIES	23,383	19,273	-	-	-	-	-	-	19,273
FUND BALANCE:									
BEGINNING OF YEAR	776,941	206,546	11,831	19,809	2,611,544	533,775	307,960	2,590	3,694,054
Y-T-D REVENUES	3,055,271	479,020	3,573	23,847	321,507	109,909	99,047	127	1,037,129
Y-T-D EXPENDITURES	(2,897,853)	(613,476)	(2,833)	(16,880)	(4,224)	(50,000)	-	-	(687,412)
ENDING FUND BALANCE	934,359	72,089	12,571	26,775	2,928,927	593,684	407,007	2,717	4,043,771
TOTAL LIAB. & FUND BAL.	\$957,742	\$91,362	\$12,571	\$26,775	\$2,928,927	\$593,684	\$407,007	\$2,717	\$4,063,044

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 1998

DEBT SERVICE

	200 78 GO BONDS FIRE	201 75 GO BONDS SEWER	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	TOTAL DEBT SERVICE
CASH	\$0	(\$0)	\$582	\$605	\$1,187
INVESTMENTS	0	0	228,905	237,890	466,794
RECEIVABLES	-	-	9,125	-	9,125
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	\$0	\$0	\$238,612	\$238,495	\$477,106
LIABILITIES					
CURRENT	-	\$5,000	-	-	\$5,000
LONG TERM	-	-	8,186	-	8,186
TOTAL LIABILITIES	-	5,000	8,186	-	13,186
FUND BALANCE:					
BEGINNING OF YEAR	0	(5,000)	153,715	(94)	148,620
Y-T-D REVENUES	-	-	90,989	290,765	381,755
Y-T-D EXPENDITURES	-	-	(14,278)	(52,177)	(66,455)
ENDING FUND BALANCE	0	(5,000)	230,426	238,495	463,920
TOTAL LIAB. & FUND BAL.	\$0	-	\$238,612	\$238,495	\$477,106

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 1998**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$1,449	\$276	\$577	\$856	\$1,787	\$51	\$1,399	\$6,396
INVESTMENTS	530,624	69,323	527,150	336,856	703,064	20,056	550,294	2,737,367
RECEIVABLES	44,913	39,982	1,550	1,806,303	32,533	14,053	-	1,939,333
FIXED ASSETS	1,770,881	9,131,380	-	-	-	634,086	-	11,536,347
OTHER	-	-	-	18,397	-	-	-	18,397
TOTAL ASSETS	\$2,347,867	\$9,240,960	\$529,277	\$2,162,411	\$737,384	\$668,246	\$551,693	\$16,237,839
LIABILITIES								
CURRENT	(\$0)	\$840,247	-	\$404,710	\$55,484	-	-	\$1,300,441
LONG TERM	19,520	89,123	-	2,715,562	-	10,205	-	2,834,410
TOTAL LIABILITIES	19,520	929,370	-	3,120,272	55,484	10,205	-	4,134,851
FUND BALANCE:								
BEGINNING OF YEAR	2,211,077	8,350,915	500,247	(467,208)	575,156	652,920	638,389	12,461,497
Y-T-D REVENUES	453,896	596,702	29,030	22,997	153,320	128,338	74,191	1,458,474
Y-T-D EXPENDITURES	(336,627)	(636,028)	-	(513,650)	(46,576)	(123,216)	(160,887)	(1,816,983)
ENDING FUND BALANCE	2,328,346	8,311,590	529,277	(957,861)	681,900	658,042	551,693	12,102,988
TOTAL LIAB. & FUND BAL.	\$2,347,867	\$9,240,960	\$529,277	\$2,162,411	\$737,384	\$668,246	\$551,693	\$16,237,839

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 1998

	FIDUCIARY			TOTAL
	631	820	900	
	MUNICIPAL COURT	GENERAL FIXED ASSET GROUP	GENERAL L-T DEBT GROUP	ACCOUNT GROUPS
CASH	-	-	-	-
INVESTMENTS	-	-	-	-
RECEIVABLES	-	-	-	-
FIXED ASSETS	-	6,129,396	-	6,129,396
OTHER	-	-	2,570,021	2,570,021
TOTAL ASSETS	-	\$6,129,396	\$2,570,021	\$8,699,417
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	2,570,021	2,570,021
TOTAL LIABILITIES	-	-	2,570,021	2,570,021
FUND BALANCE:				
BEGINNING OF YEAR	-	6,129,396	-	6,129,396
Y-T-D REVENUES	-	-	-	-
Y-T-D EXPENDITURES	-	-	-	-
ENDING FUND BALANCE	-	6,129,396	-	6,129,396
TOTAL LIAB. & FUND BAL.	-	\$6,129,396	\$2,570,021	\$8,699,417

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF SEPTEMBER 30, 1998

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	\$2,479	\$9,495	\$1,187	\$13,161	\$6,396	-	-	\$19,556
INVESTMENTS	935,986	4,035,298	466,794	5,438,078	2,737,367	-	-	8,175,445
RECEIVABLES	19,278	18,251	9,125	46,653	1,939,333	-	-	1,985,986
FIXED ASSETS	-	-	-	-	11,536,347	-	6,129,396	17,665,743
OTHER	-	-	-	-	18,397	-	2,570,021	2,588,418
TOTAL ASSETS	\$957,742	\$4,063,044	\$477,106	\$5,497,892	\$16,237,839	-	\$8,699,417	\$30,435,148
LIABILITIES								
CURRENT	7,111	3,000	5,000	15,111	1,300,441	-	-	1,315,552
LONG TERM	16,273	16,273	8,186	40,731	2,834,410	-	2,570,021	5,445,162
TOTAL LIABILITIES	23,383	19,273	13,186	55,842	4,134,851	-	2,570,021	6,760,714
FUND BALANCE:								
BEGINNING OF YEAR	776,941	3,694,054	148,620	4,619,615	12,461,497	-	6,129,396	23,210,509
Y-T-D REVENUES	3,055,271	1,037,129	381,755	4,474,155	1,458,474	-	-	5,932,629
Y-T-D EXPENDITURES	(2,897,853)	(687,412)	(66,455)	(3,651,720)	(1,816,983)	-	-	(5,468,703)
ENDING FUND BALANCE	934,359	4,043,771	463,920	5,442,051	12,102,988	-	6,129,396	23,674,434
TOTAL LIAB. & FUND BAL.	\$957,742	\$4,063,044	\$477,106	\$5,497,892	\$16,237,839	-	\$8,699,417	\$30,435,148

