

**GIG HARBOR
CITY COUNCIL MEETING**



March 10, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
March 10, 1997 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Professional Fireworks - Display for the Year 2000.

OLD BUSINESS:

1. Second Reading - Westside Annexation Ordinance.

NEW BUSINESS:

1. Utility Extension Capacity Agreement - Pape & Sons.
2. First Reading of Ordinance, Planning Commission Recommendation, Amendments to Zoning Code, Chapters 17.04 (Definitions) and 17.94 (Clearing and Grading)
3. First Reading of Ordinance, Planning Commission Recommendation, Amendments to Zoning Code, Chapter 17.45 (Employment District)
4. Resolution - Proposed amendments to Fee Schedule Resolution.
5. Jerisich Dock Improvement Project - Consultant Services Contract.
6. Amended Liquor License Assumption - Stockmarket Foods.
7. Liquor License Renewals - Eagles, GH Texaco, Maritime Mart, and Tides Tavern.

MAYOR'S REPORT: Emergency Preparedness on the Fast Track.

COUNCIL COMMENTS:

STAFF REPORTS:

1. Chief Mitch Barker - GHPD Monthly Stats.
2. Ray Gilmore, Planning/Building.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

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

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 24, 1997

PRESENT: Councilmembers Platt, Picinich, Markovich, Ekberg, Owel. Mayor Wilbert was absent and Councilmember Ekberg acted as Mayor Pro Tem.

PUBLIC COMMENT: None.

CALL TO ORDER: 7:05 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the February 10th, 1997 meeting as presented. Picinich/Platt - unanimously approved.

CORRESPONDENCE/PROCLAMATIONS: Mayor Pro Tem Ekberg announced the titles of the correspondence and asked if there were any comments or questions. As there was none he proceeded to Old Business.

1. Puget Sound Regional Council - General Assembly Meeting.
2. The Devolution Project - Tacoma/Pierce County.
3. Greater Pierce County Community Network - Meeting Agenda.

OLD BUSINESS:

1. Second Reading - Street Name Ordinance. Steve Bowman presented the second reading of this ordinance that would designate certain areas within city limits to remain historic for street naming purposes and the remaining, existing streets in the newly annexed areas to be allowed to remain numbered streets. He gave a brief overview and offered to answer questions.

MOTION: Move to approve Ordinance No. 750.
Markovich/Picinich - unanimously approved.

2. Resolution - Forming an Ad Hoc Committee to Review the Sign Code. Carol Morris, Legal Counsel, explained that at the last council meeting, she had been asked to draft a resolution that would allow the council to appoint a committee that would be advisory only. She added that the resolution contained several blanks for council to designate the number of members, length of time to serve, and rules the committee would adopt for their meetings. She said that other changes to the resolution could be made. Councilmember Markovich said he thought the format of the resolution was acceptable and as was discussed in the last meeting, the resolution would be forwarded to the Planning Commission for discussion. Councilmember Owel said she was going to recommend tabling this item until the Planning Commission had an opportunity to complete their review process, and then let the Planning Commission have the option of setting up a committee. She said this process would allow

for time for public comment and broader participation and that it is correct process.

MOTION: Move to table this agenda item until such time that the Planning Commission has completed their review and could elicit further public comment.
Owel/Platt -

Councilmember Markovich asked for discussion on the item. Mayor Pro Tem Ekberg asked for a legal ruling on whether or not a tabled motion could be discussed. Ms. Morris referred to Robert's Rules of Order and determined that a motion to table is not debatable and cannot be amended. Mayor Pro Tem restated the motion and polled the Councilmembers for their individual vote.

MOTION: Move to table this agenda item until such time that the Planning Commission has completed their review and could elicit further public comment.
Owel/Platt - Councilmembers Owel - aye; Councilmember Platt - aye.; Councilmember Picinich - no; and Councilmember Markovich - no. Mayor Pro Tem Ekberg voted in favor to break the tie and the motion was carried.

Members of the audience protested the lack of ability to be able to speak. Carol Morris explained the process that did not allow testimony at this time, but that testimony could be allowed at the time of adoption. Mark Hoppen pointed out that there would be an opportunity to speak to this resolution during the Planning Commission process.

NEW BUSINESS:

1. First Reading - Westside Annexation Ordinance. Ray Gilmore explained that the Westside Annexation was approved by a majority vote on February 4th. He added that the second reading of the ordinance would be at the March 10th meeting and the annexation would become effective March 24th.
2. Pierce County Emergency Management Agreement. Mark Hoppen explained that this was a memorandum of renewal for an agreement that was approved last year for emergency management services.

MOTION: Move for approval of the renewal memorandum as submitted and for authority of the Mayor, City Administrator and the City Attorney to sign the same.
Markovich/Picinich - unanimously approved.

3. Resolution - Council Policy on the Processing and Issuance of Development Permits in Newly Annexed Areas. Ray Gilmore explained that with the two annexations recently approved, an official policy for processing and issuance of development permits in these areas was needed. He added that the problem in the past has been when to consider a permit application that has been submitted and/or approved by Pierce County as a vested

application. He explained that the resolution would put in place a policy to which it would be easy to adhere and could be transmitted to Pierce County, not as an agreement, but as policy for the City of Gig Harbor. He added that he had been working with Pierce County to resolve several issues. He answered Councilmembers' questions regarding the process.

MOTION: Move to approve Resolution No. 489.
Picinich/Owel - unanimously approved.

4. Resolution - Appointments to Building Code Advisory Board and Terms of Office. Steve Bowman presented this resolution adopting new members to the BCAB and defined their terms of office.

MOTION: Move to adopt Resolution No. 490.
Picinich/Owel - unanimously approved.

5. Kimball Drive Sanitary Sewer Improvements - CSC. Wes Hill gave a brief overview of the project to install approximately 1,400 linear foot of sanitary sewer line on Kimball Drive. He explained that the engineering firm of Craig Peck and Associates had been chosen from the small works roster to provide the design work based upon their past experience with the City of Gig Harbor. He answered questions about the project and recommended that Council approve the Consultant Services Contract for design of the project.

MOTION: Move to approve execution of the Consultant Services Contract with Craig Peck and Associates in the amount not to exceed \$12,280.00.
Owel/Platt - unanimously approved.

MAYOR'S REPORT:

Our Children Are In Trouble. No report was given.

COUNCIL COMMENTS:

Councilmember Owel said that at the last Council meeting an item was brought up and acted upon under Council Comments. She added that she felt this was highly improper because it had not been published as part of the agenda, which did not allow enough time for public review and input. She further said that the City of Gig Harbor lacked published rules of process, which should be established.

Carol Morris read from the state statute regarding notifying the public and added that the City did have Roberts Rules of Order as their adopted rules of procedure, with very few, if any, amendments. She said that Council could adopt their own rules of procedure to address any concerns relating to where an item should appear on an agenda. The propriety of acting on items under Council Comments was discussed, and Mayor Pro Tem Ekberg added that in the future, if an action needs

to be taken during a Council Meeting, it should be allowed, but the item should come back at the next meeting in written form to be reviewed for consistency and final approval.

STAFF REPORT: None scheduled.

ANNOUNCEMENT OF OTHER MEETINGS:

Sign Code Meeting - March 6, 1997 - 7 p.m. at City Hall.

APPROVAL OF BILLS

MOTION: Move approval of checks #17372 through #17429 in the amount of \$61,389.88.
Owel/Platt - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:42 p.m. for approximately thirty minutes for the purpose of discussing litigation and potential litigation.
Picinich/Platt - unanimously approved.

MOTION: Move to return to regular session at 9:10 p.m.
Picinich/Owel - unanimously approved.

MOTION: Move that the Planning Commission initiate a rezone for Providence Ministry to residential.
Picinich/Owel - unanimously approved.

ADJOURN:

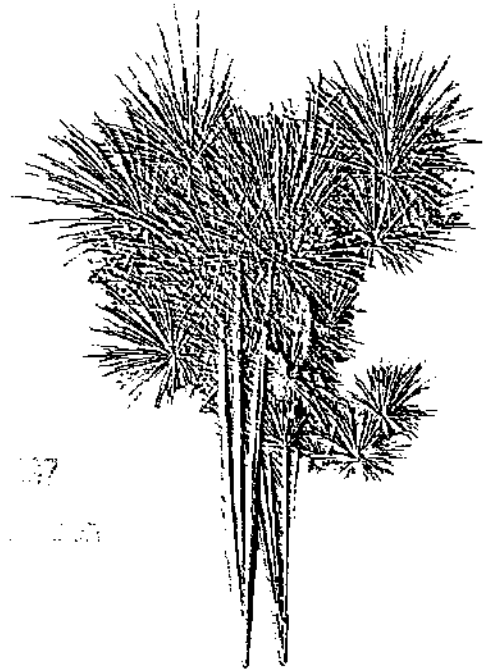
MOTION: Move to adjourn at 9:15 p.m.
Markovich/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 453 Side A 000 - end.
Tape 453 Side B 000 - 185.

Mayor Pro Tem

City Administrator

Professional Fireworks



Professional Fireworks
John E. Childs
11313 So. Ainsworth
Tacoma, WA. 98444

RECEIVED
FEB 27 1997
CITY OF GIG HARBOR

February 23, 1997

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

Dear Mayor;

My name is John E. Childs, and I live in the Parkland area, just south of The Tacoma. I am a licensed pyrotechnician and would like to help the Pierce County communities plan a large firework display for the year 2000. This display would be a once in a life time to see, besides the chance to bring in a new century. The show would be shot in 25 different towns and cities all over Pierce County, with the firework display starting and ending at the same time. At this stage of the planning, I am trying to find out just how many communities within Pierce County, would be interested in a display of this type

A multi-firework display of this type would keep a lot more people off the roads, or the people that would be driving would have a shorter distance to travel.

The show would cost each community just \$12,500.00. I know this is a lot of money, but the cost could be spread out through a 4 year budget plan, and by starting to plan now, you would have 3 years to get everything organized. One alternative to help with the cost would be to solicit the community business'. In today's busy life style, people let things go by because they didn't know or hear about an event or project, such as this, but I have found that people are willing to get behind these plans, if they are asked to help.

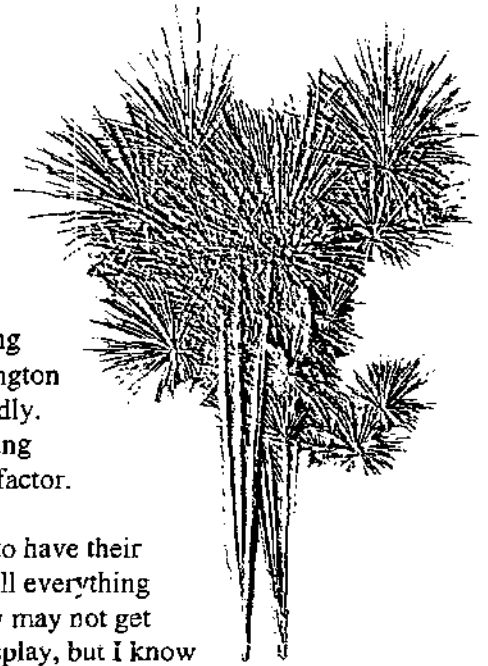
You may be wondering why it might not be easier to just do one big show for the county, rather than spread out through the county at 25 different locations. The answer to that is yes, it would be easier, but due to traffic and being New Years Eve, most people will stay at home. But if the display is throughout the county, more people will be inclined to come to see it in their own personal communities.

Firework companies use three factors to determine how many shows they can do in one night. The first is product, such as fireworks; the second would be equipment, such as the firing mortars; and the third would be to have enough pyrotechnicians that are licensed and qualified to shoot big displays. In the Northwest there are

"God made the sky black so you and I could paint it with fireworks" J. Childs

11313 South Ainsworth, Tacoma, WA 98444 • (253) 531-1658 or Fax: (253) 582-2074

Professional Fireworks



3 major firework companies, and each one would have the capabilities of doing 1 or 2 shows of this size, but if the other counties in Idaho, Oregon, or Washington also want a major display, the three above mentioned factors deplete real rapidly. It would still be possible to have smaller shows, but the possibility of not having enough product, equipment, or pyrotechnicians to go around, will be a major factor.

The firework companies are being told by their suppliers, that they will need to have their orders in by June 1998, with at least one quarter of the money down. And still everything is subject to change, not to say that they would not get fireworks, but that they may not get what they ordered. I would like to see everyone be able to have their own display, but I know there will not be enough fireworks for the world to celebrate the start of the new century.

I do not work for any of the three firework companies, I just help them from time to time in shooting and choreographing a display like this one. decision for which of the three major firework companies, would be able to meet the needs of Pierce County for a display like this needs to be made in the next 3 to 4 weeks. I hope you can see the vision to have a multi-shot firework display for the county.

I would be happy to come and talk to you or your town council, and answer any questions you may have, or to give you any more information you may need. You can write me at the address above, or I can be reached at (206) 531-1658. I will be looking forward to hearing from you. I would like to have all the different areas, that are interested in the best possible celebration for the start of the New Year 2000, signed up to a contract by June 1, 1997. So, the earlier you can contact me, the better chance we have to do this multi-firework display.

Sincerely;

John E. Childs
Pyrotechnician

"God made the sky black so you and I could paint it with fireworks" J. Childs

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
SUBJ: Second Reading of Ordinance- Westside Annexation
DATE: March 5, 1997

INTRODUCTION/SUMMARY

The Westside Annexation was approved by the voters at the February 4 Special Election. The Certificate of Election from the Pierce County Auditor is attached for your reference.

POLICY ISSUES

The area generally referred to as the Westside will receive municipal services from the City of Gig Harbor upon the effective date of the annexation. All applicable codes of the city will apply to the newly annexed area.

FISCAL IMPACT

A detailed fiscal impact analysis was previously submitted to Council during its review of the petition to annex. Based upon the Certificate of Election, a 65% vote in the affirmative established that the property within the area shall be assessed and taxed at the same rate and on the same basis as the property within the City of Gig Harbor to pay for their proportionate share of outstanding indebtedness.

RECOMMENDATION

This is the second and final reading of the ordinance. The effective date of annexation will be March 24, 1997.

CERTIFICATE OF ELECTION

FILED

FEB 11 1997

City of Gig Harbor

CITY OF GIG HARBOR

We, the undersigned members of the Pierce County Election Canvassing Board for the State of Washington, do hereby certify that on February 4, 1997, a Special Election was held in the above named district.

The Propositions submitted to the voters in said district for their approval and adoption or rejection is as follows:

PROPOSITION NO. 1 WESTSIDE ANNEXATION

Shall the property commonly known as the Westside Annexation Area be annexed to and become a part of the City of Gig Harbor?

PROPOSITION NO. 2

If the annexation of the Westside Annexation Area to the City of Gig Harbor is approved, shall the property be assessed and taxed at the same rate and on the same basis as the property within the City of Gig Harbor is assessed and taxed to pay for all of the then-outstanding indebtedness of the City?

FOR ANNEXATION: 376 78.50%
AGAINST ANNEXATION: 103 21.50%

YES: 310 65.40%
NO: 164 34.60%

A simple majority of voters within the annexation area required to pass.

337 **TOTAL** votes and a 60% favorable margin required to pass.

ANNEXATION PASSED:

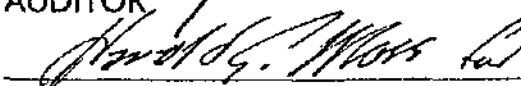
The result of this canvass shows that Proposition No. 1 Passed, having received a simple majority.

PROPOSITION PASSED:

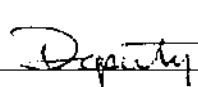
The result of this canvass shows that Proposition No. 2 Passed, the total vote having reached the validating figure required from the last General Election held in said District on November 5, 1996, and receiving at least a 60% favorable margin.

Dated at Tacoma, Washington, this 10th day of February, 1997.


AUDITOR


PIERCE COUNTY COUNCIL CHAIR


PROSECUTING ATTORNEY


Deputy

ORDINANCE NO. __

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
ANNEXING CERTAIN REAL PROPERTY KNOWN AS THE WESTSIDE
ANNEXATION AREA TO SAID CITY PURSUANT TO THE ELECTION
METHOD, PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS
AND FIXING THE EFFECTIVE DATE OF THE ANNEXATION.**

WHEREAS, on February 25, 1996, the City of Gig Harbor received a notice of intent to annex certain real property commonly known as the Westside Annexation Area, the legal description of which is set forth herein, and

WHEREAS, the notice of intent was signed by the owners of property constituting more than 10% of the total assessed valuation within the area proposed to be annexed, and

WHEREAS, previous owner-initiated annexations of the Westside Annexation Area have proved unsuccessful due to the inability to obtain the requisite number of signatures, and

WHEREAS, after public hearing, the City Council enacted Resolution No. 466 calling for an election, providing for the annexation and assumption of the current bonded indebtedness to the City, and

WHEREAS, said proposed annexation was submitted to and approved by the Pierce County Boundary Review Board on October 8, 1996, and no appeal was taken therefrom, and

WHEREAS, an election was held on February 4, 1997, pursuant to State statute, and

WHEREAS, the election results certifying a sufficient majority to permit annexation of the area and to assume the City's current bonded indebtedness have been received by the City, and

WHEREAS, the City Council finds that the proposed annexation and assumption of indebtedness will have no significant adverse environmental impacts, now, therefore,

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

Section 1. There has been filed with the City Council of the City of Gig Harbor, Washington, certified election results indicating that a sufficient majority of the voters approved the Westside Annexation to the City of Gig Harbor and the assumption of the City's indebtedness. Such annexation has been approved by the Pierce County Boundary Review Board. The City Council finds it to be in the best interest of the citizens of the City of Gig Harbor to annex and does by this ordinance annex the territory which was submitted to the voters as the "Westside Annexation Area." This area is situated in Pierce County, Washington and is contiguous, proximate and adjacent to the present corporate limits of the City. The "Westside Annexation Area" is legally described on Exhibit "A" and graphically shown on Exhibit "B", attached hereto and incorporated herein by this reference.

Section 2. The territory set forth in this ordinance and for which said election results were certified for annexation, should be and is hereby made a part of the City of Gig Harbor. Pursuant to the election title, the area so amended shall be assessed and taxed at the same rate on the same basis as property within the City of Gig Harbor, and the current outstanding indebtedness of the City, including assessments or taxes for payments of any bonds issued prior to or existing at the date of the annexation, shall be levied against the annexed territory.

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect at 12:01 a.m. on March 24,

1997, said date being five (5) days after passage of this ordinance and publication of a summary and legal description of the annexation area.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK:
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, ANNEXING CERTAIN REAL PROPERTY KNOWN AS THE WESTSIDE ANNEXATION AREA TO SAID CITY PURSUANT TO THE ELECTION METHOD, PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS AND FIXING THE EFFECTIVE DATE OF THE ANNEXATION.

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

DATED this ____ day of _____, 199__.

CITY ADMINISTRATOR, MARK HOPPEN

EXHIBIT "A"

LEGAL DESCRIPTION FOR CITY OF GIG HARBOR WESTSIDE ANNEXATION
ANNEXATION 96-01

PORTIONS OF SECTIONS 7,8,17,18,19, 20 AND 21, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID SECTION 18, WITH THE WESTERLY RIGHT-OF-WAY LINE OF 38TH AVENUE NORTHWEST; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOLLOCHET DRIVE NORTHWEST; SAID POINT ALSO BEING A TURNING POINT ON THE CITY LIMITS OF THE CITY OF GIG HARBOR; THENCE NORTHEASTERLY ALONG THE EXISTING CITY LIMITS LINE OF GIG HARBOR, AND CONTINUING ALONG THE EXISTING CITY LIMITS LINE OF GIG HARBOR THROUGH THE SOUTHEAST QUARTER OF SECTION 7, THE SOUTHWEST QUARTER OF SECTION 8, THE NORTHWEST QUARTER OF SECTION 17, THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF SECTION 17, AND THE SOUTHEAST QUARTER OF SECTION 17, TO A POINT INTERSECTING THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLLYCROFT STREET, ALSO BEING A LINE 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 17 TO A POINT INTERSECTING WITH THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY TO A POINT INTERSECTING THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, BEING ALSO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 TO THE NORTHEAST CORNER OF OF THE QUAIL PARK SUBDIVISION OF SECTION 20, WHICH SUBDIVISION WAS RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 87-04-06-0526; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID QUAIL PARK SUBDIVISION TO THE SOUTHEAST CORNER OF SAID QUAIL PARK SUBDIVISION OF SECTION

20; SAID POINT ALSO BEING ON THE EAST WEST CENTER LINE OF SECTION 20; THENCE WESTERLY ON SAID EAST WEST CENTER LINE OF SECTION 20 AND SECTION 19, TOWNSHIP 21, RANGE 2 E. WM TO IT'S INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF 38TH AVENUE NORTHWEST, BEING ALSO A POINT 30 FEET WEST OF THE SOUTHEAST CORNER OF NORTHEAST QUARTER SECTION 19; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 38TH AVENUE NORTHWEST TO THE POINT OF BEGINNING. THE FOREGOING DESCRIBED ANNEXATION PARCEL BEING CONTIGUOUS ON ITS NORTH AND EAST SIDES WITH THE EXISTING CITY LIMITS OF GIG HARBOR.

TOGETHER WITH THE EAST 1/2 OF LOT 11 OF THE PLAT OF GIG HARBOR MILITARY RESERVE IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E.WM; TOGETHER WITH THE SOUTH 1/2 OF HUNT STREET RIGHT-OF-WAY EAST OF THAT PORTION OF HUNT STREET RIGHT-OF-WAY WITHIN THE CITY OF GIG HARBOR DESCRIBED IN CITY OF GIG HARBOR ORDINANCE #320 (9-24-79) AND WEST OF THE SOUNDVIEW DRIVE RIGHT-OF-WAY DESCRIBED IN CITY OF GIG HARBOR ORDINANCE #294 (9-25-78), IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21, RANGE 2 E. WM.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: SEWER REQUEST - PAPE
DATE: FEBRUARY 18, 1997

INFORMATION/BACKGROUND

This request provides one ERU of sanitary sewer service outside the city limits to the Pape & Sons shop at the intersection of 96th and 54th. An existing obligation for sewer adjacent and north of Pape & Sons at 96th Street is held by Bob Poe who possesses the right to connect 1000 gpd (4.33 ERU) by virtue of complete payment in 1991.

POLICY CONSIDERATION

This hook-up proposed is for an existing use on the site. Grant of the contract would bind the site to city standards upon redevelopment. The contract would grant no controls over the existing site, other than construction conditions relating to the hook-up itself.

FISCAL CONSIDERATIONS

The connection fee for one ERU of sewer is \$2500. Outside utility rates are charged at a 1.5 multiplier.

RECOMMENDATION

Staff recommends the contract as submitted. Staff also recommends that Mr. Pape be required to connect to city water. As a previous DOC customer (inherited by the city), there is already an expectation that Mr. Pape will connect to water. Thus, far he has not done so.

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

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

THIS AGREEMENT is entered into on this ___ day of _____, 1997, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and GENE K. PAPE, hereinafter referred to as "the Owner".

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

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

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

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on 54TH AVE. AND 96TH STREET (street or right-of-way) at the following location:

Pierce County tax number 02-21-06-2-057

The North 250 feet of that portion of the Northwest quarter of the Northwest quarter of Section 6, Township 21 North, Range 2 East of Willamette Meridian, lying westerly of the westerly line of Primary State Highway 16. EXCEPT the West 30 feet therefore situated in Pierce County, State of Washington.

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

4. Sewer and Water Capacity Commitments. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (ONE ERU) 231 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on _____, provided this agreement is signed and payment for sewer and water capacity commitments is received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service and reserves to the owner the right to connect service with a 3/4" meter.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 2500 for sewer and the sum of \$ 2300 for water, to permanently reserve the above.

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

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

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

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

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

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

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

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

11. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

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

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

- A. The use of the property will be restricted to uses allowed in the city pre-annexation zoning designation in effect at the time of the submittal of a completed application for a City of Gig Harbor building permit.

B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similarly zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

none

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

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

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

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

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

19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 1997.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER



Name: GENE K. PAPE

Title: OWNER

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

EXHIBIT "A"

The North 250 feet of that portion of Northwest quarter of the Northwest quarter of Section 6, Township 21 North, Range 2 East of Willamette Meridian, lying westerly of the westerly line of Primary State Highway 16. EXCEPT the West 30 feet therefore situated in Pierce County, State of Washington.

The map reference is Thomas Brothers Pierce County Map 3E-F-1. The census tract is 725.02 and the Pierce County tax number is 02-21-06-2-057.



City of Gig Harbor. The "Maritime City."

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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____, Date 1-13-97

Applicant Pape and Sons Construction, Phone # 206 851-6040

Mailing Address 9512 SR #16 NW Gig Harbor, WA 98332

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 9512 SR 16 N.W.

Subdivision _____, Lot No. _____

Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____

Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

(X)	Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
X	3/4"	1	\$1,255.00	\$1,850.00	\$450.00	\$2,300
	1"	1.67	\$2,090.00	\$3,075.00	\$555.00	\$
	1-1/2"	3.33	\$4,180.00	\$6,135.00	(2) \$1,130.00	\$
	2"	5.33	\$6,690.00	\$9,820.00	(2) \$1,260.00	\$
	Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$ _____

OTHER CHARGES: (See Note 2)

Street Boring	\$ 10.00 / Foot	\$
Open Street Cut	\$ 20.00 / Foot	\$
Refundable As-Built Plan Deposit		\$
		\$
		\$

- Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.
 (2) Time & Material Plus 10%
 (3) Negotiable

PAPE & SONS CONSTRUCTION, INC.

9512 State Hwy. 16, NW
Gig Harbor, WA 98332
Phone (206) 851-6040 • Fax (206) 851-3290
Contractors Registration # PAPESI*204DE

January 13, 1997

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

ATTN: Mark Hoppens - City Administrator

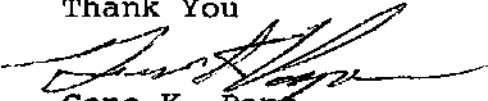
RE: Side Sewer Connections

Dear Mark,

Bob Poe, our neighbor, is getting ready to make a side sewer hookup and he suggested that we make a hookup at the same time. (Bob is aware that our septic system is failing). His hookups and our hookups would both require excavating in the same area. Since most of our water is used for washing machinery and does not go into the sewer system, (wash water goes through an oil/water separator then onto the state right-of-way.) I had our engineer calculate the normal sewage flow. We normally have eight to ten people in the shop or office, we have no showers and do no laundry, the main source of sewage is two toilets. Our engineer came out with .72 ERU's which seems reasonable considering the limited use.

I am enclosing the \$100.00 fee, site plan and engineers calculations. If anything else is needed please do not hesitate to call. All additional fees will be paid very promptly.

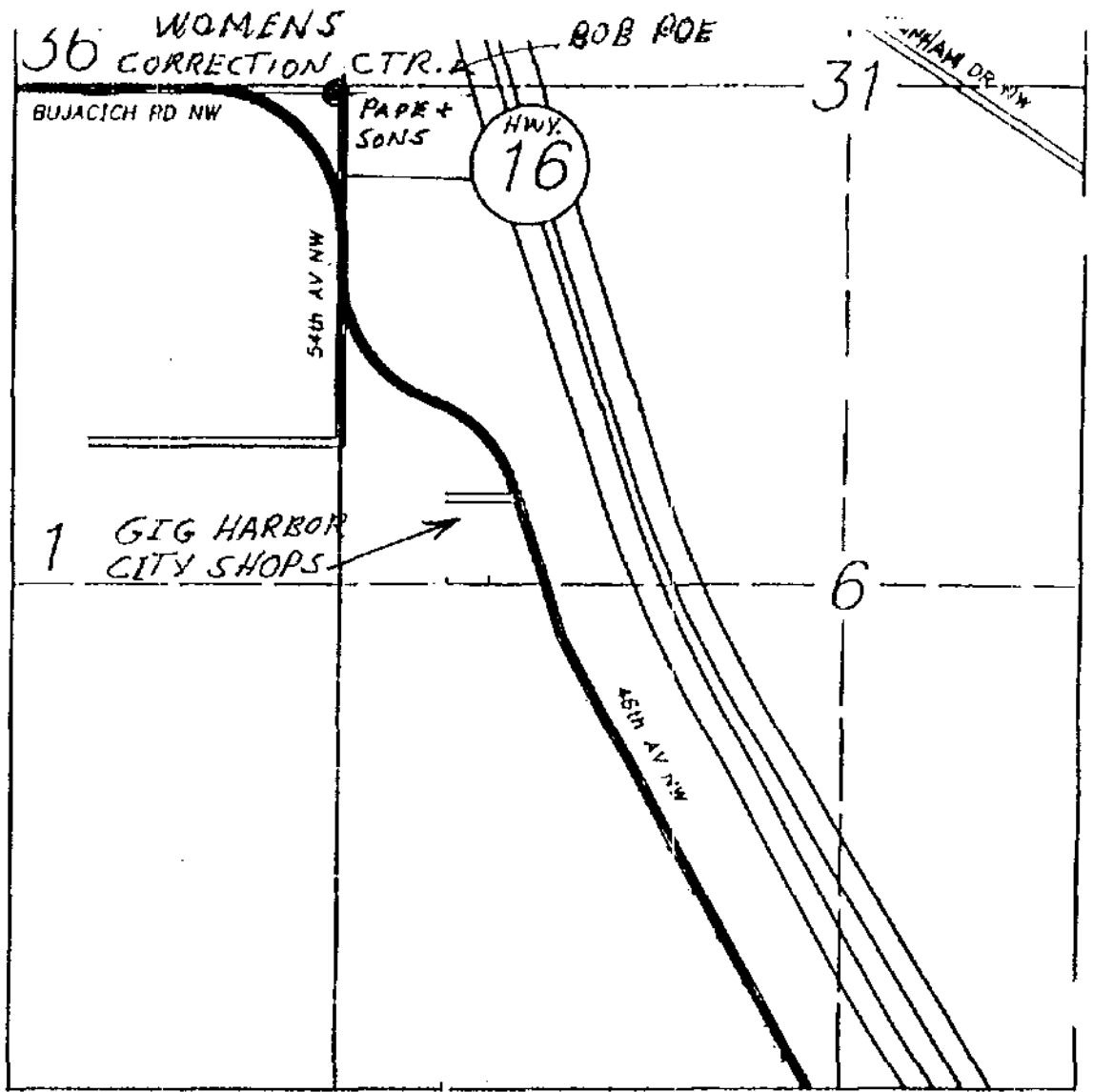
Thank You


Gene K. Pape
Vice President

GKP:bp

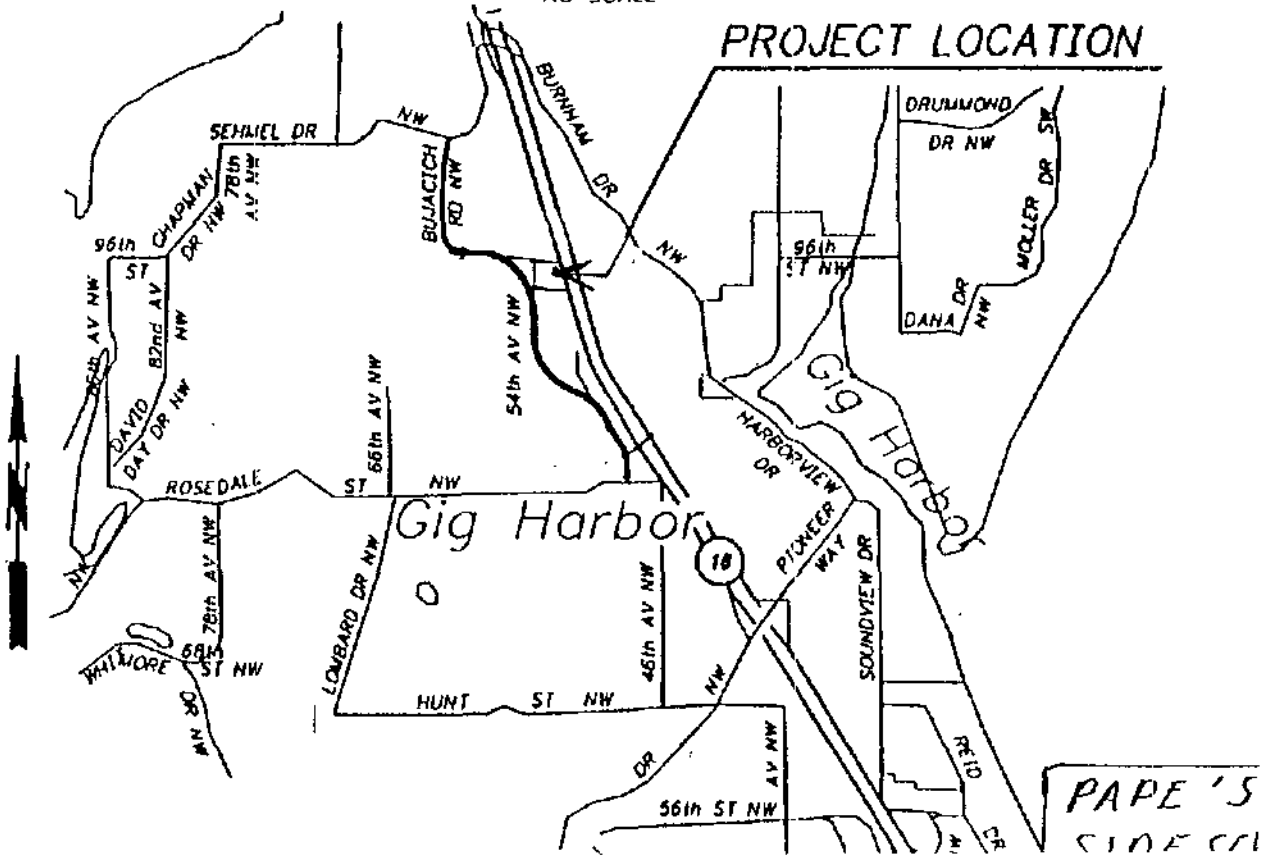
C:\WPDOCS\GENE\SIDESEWE





VICINITY MAP

NO SCALE



WOMENS
MAISON

CROMWELL
(Bob Poe)

POE'S 8"
SIDESEWER

EXISTING
MANHOLE

EXISTING 8" SEWER

96TH

EXISTING
MANHOLE

727

280.41

NEW 48"
MANHOLE

2 ACRES
(PROX)

54TH AVE VACATED

HWY 16

2 57
PAPE
SHOP
OFFICES

240' OF 8" PVC

54TH
FRONT
40' OF
6" PVC

200' OF 8" PVC

NEW 48"
MANHOLE

NEW 48"
MANHOLE

WYADSWICK RD.

3 ACRES
(PROX)

2 71

PAPE'S
SIDESEWER

Memo

To: City Administrator
From: Erik Weber
cc:
Date: 1/13/97
Subject: Specific amount of sewer requested in ERU's.

The City of Gig Harbor uses a conversion to ERU (equivalent residential units) to determine permit charges. When determining ERU's each 700 cubic feet/month is equivalent to one ERU.

Per Pierce County Public Health standard practice sewage quantities are estimated at 17 gpd-per person.

Using public health values the shop/office would rate .72 ERU's (based on 10 people, 22 work days per month, and 17 gpd/person).



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning - Building Staff
SUBJ.: Planning Commission Recommendation on Draft Ordinance Amending Chapters 17.04 (Definitions) and 17.94 (Clearing and Grading) -- First Reading of Ordinance
DATE: March 5, 1997

INTRODUCTION/BACKGROUND

During the past year, several amendments to Title 17 of the Gig Harbor Municipal Code have been adopted. The majority of these changes have been directly related to the general development regulation update, as required by the Growth Management Act, in the implementation of the City's Comprehensive Plan of 1994. The Planning Commission conducted several hearings during 1995-1996 on the proposed changes to Title 17, prior to forwarding a recommendation to the City Council.

During the Council's review of the new development standards, new testimony was received that was not made available to the Planning Commission during its public review. Consequently, Council referred some of the more "critical" matters to the Planning Commission for consideration. In addition, several code changes occurred which were not anticipated, such as the omission of a section or a word or sentence within a section. These are corrected in the proposed ordinance. Finally, the Planning Commission is recommending changes to the code to clarify currently ambiguous or confusing language.

POLICY CONSIDERATIONS

The Planning Commission recommends the following changes to Chapter 17.04:

New section 17.04.245: Commercial building/structure. Commercial building/structure refers to a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (17.04.680) and manufacturing (17.04.436) are excluded from this definition.

This new definition is intended to provide clarification to standards within the code that reference commercial buildings or structures.

New Section 17.04.261: Contractor's yard. Contractor's yard is an outdoor storage area used for the storage of equipment or machinery typically used in the construction trades industry.

Because this is a identified use in the zoning code, Planning Commission feels that

a specific definition is needed.

New section 17.04.433: Land clearing. Land clearing means the act of removing or destroying trees or groundcover from any undeveloped or partially developed land, public lands, or public right-of-way, except for those Forest practices covered under Chapter 76.09 RCW.

This was unintentionally omitted when the code was updated in 1996.

New section 17.04.805: Tree. A tree shall mean any living woody plant characterized by one main stem or trunk and many branches, and which has a minimum diameter of six inches as measure 54 inches above the ground.

This was unintentionally omitted when the code was updated in 1996. This is also consistent with the definition of significant tree as stated in the City's Design Manual.

Revised Definitions, Section 17.04.285:

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

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

This is intended to clarify current language within the various district standards which pertain to drive-in restaurants. The current definition appears to combine a drive-thru service (outside service window, i.e. McDonalds) with a drive-in restaurant (i.e. A and W). The proposed definition eliminates this confusion.

The Planning Commission recommends the following amendments to Chapter 17.94 (Clearing and Grading):

Exemptions

Amended to remove DNR as the only qualified authority and to permit a qualified arborist or landscape architect or landscape contractor as a qualified expert to determine that removal of the trees is essential for the protection of life, limb or property.

Section on selective removal of trees or ground covers for purposes of general property and utility maintenance is amended to include the term "cutting". Additional language is included which provides that the exemption shall not apply to cutting or removal which includes the use of a bulldozer, skidder, backhoe or similar mechanical equipment for the purpose of cutting or removing of standing timber and the stacking or loading of trees or timber.

These changes provide a more reasonable alternative in meeting chapter requirements and clarify administrative procedures respective to timber removal using mechanical equipment.

FISCAL CONSIDERATIONS

There will not be a fiscal impact to the City as a result of these proposed changes to the zoning code.

RECOMMENDATION

This is the first reading of the ordinance. Should the Council desire, a public hearing may be conducted at the next regular meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO NEW DEFINITIONS FOR COMMERCIAL BUILDING OR STRUCTURE, AMENDING THE DEFINITION FOR DRIVE-IN RESTAURANT, RESTORING DEFINITIONS FOR LAND CLEARING AND TREES, ADDING A DEFINITION FOR CONTRACTOR'S YARD, CLARIFYING THE TERM "REMOVAL OF TREES" RESPECTIVE TO THE USE OF MACHINERY IN SECTION 17.94.050 AND ELIMINATING THE REQUIREMENT THAT STATE DEPARTMENT OF NATURAL RESOURCES PERSONNEL VERIFY THE EXTENT OF DISEASED TREES AND PERMITTING LOCAL EXPERTS TO MAKE THIS DETERMINATION; ADDING NEW SECTIONS 17.04.261, 17.04.245, 17.04.433, 17.04.805; AND AMENDING SECTIONS 17.04.285 AND 17.94.050 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Title 17 of the Gig Harbor Municipal Code was amended in January of 1996 and established floor area maximums for commercial buildings; and,

WHEREAS, chapter 17.04 of the Gig Harbor Municipal Code provides definitions for structure but does not define a commercial structure or building; and,

WHEREAS, the code definition of "drive-in" restaurant should be more definitive to include "drive-through" facilities; and,

WHEREAS, clarification of what constitutes a commercial structure and a "drive-in" restaurant would eliminate any ambiguity as to the application of performance standards for these types of structures and facilities; and,

WHEREAS, there is a need for a definition for "contractor's yards"; and,

WHEREAS, the definitions for land clearing and tree was inadvertently eliminated from chapter 17.04 during the last code update and restoring these definitions provides clarity in the administration of chapter 17.94 (Land Clearing).

WHEREAS, the exemptions for land clearing under section 17.94.050 are in need of clarification as to the specific nature for the term "removal of trees" and to delete the requirement for Department of Natural Resources personnel to verify the nature and extent of diseased trees and to permit qualified local experts to make this determination.

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

Section 1. A new section 17.04.261 is hereby added to the Gig Harbor Municipal Code:
17.04.261 Contractor's yard. Contractor's yard is an outdoor storage area used for the storage of equipment or machinery typically used in the construction trades industry.

Section 2. A new section 17.04.245 is hereby added to the Gig Harbor Municipal Code:
17.04.245 Commercial building/structure. Commercial building/structure refers to a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (17.04.680) and manufacturing (17.04.436) are excluded from this definition.

Section 3. A new section 17.04.433 is hereby added to the Gig Harbor Municipal Code:
17.04.433 Land clearing. Land clearing means the act of removing or destroying trees or groundcover from any undeveloped or partially developed land, public lands, or public right-of-way, except for those Forest practices covered under Chapter 76.09 RCW.

Section 4. A new section 17.04.805 is hereby added to the Gig Harbor Municipal Code:
17.04.805 Tree. A tree shall mean any living woody plant characterized by one main stem or trunk and many branches, and which has a minimum diameter of six (6) inches as measure 54 inches above the ground.

Section 5. Section 17.04.285 of the Gig Harbor Municipal Code is hereby amended to read as follows:

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

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

Section 6. Section 17.94.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.94.050 The following shall be exempt from the provisions of this chapter:

- A. Type III project permit applications as defined in GHMC Title 19, as now or hereafter amended; provided, that land clearing on such projects shall take place only after approval by the city and shall be in accordance with such approval;
- B. The installation and maintenance of fire hydrants, water meters, and pumping stations, and street furniture by the city or its contractors;
- C. Removal of trees and ground cover in emergency situations involving immediate danger to life or property or substantial fire hazards;
- D. Removal of diseased, ~~dead or dying ground cover or trees~~ upon written verification by ~~Department of Natural Resources~~ a qualified arborist or landscape architect or landscape contractor which states that removal of the trees is essential for the protection of life, limb or

property and which statement is filed with the code official;

E. Selective cutting or removal of trees or ground covers for purposes of general property and utility maintenance, landscaping or gardening; provided, that this exemption shall not apply to any land clearing which eliminates both trees and ground cover from 25 percent of the area of a lot or parcel of land; provided further, that said exemption shall not apply to cutting or removal which includes the use of a bulldozer, skidder, backhoe or similar mechanical equipment for the purpose of cutting or removing of standing timber and the stacking or loading of trees or timber. ~~and~~ This shall not be construed to eliminate the requirement of permits for land clearing for the purpose of developing the property with substantial permanent improvements such as roads, parking, driveways, utilities, or buildings.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

SUMMARY OF ORDINANCE NO.

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO NEW DEFINITIONS FOR COMMERCIAL BUILDING OR STRUCTURE, AMENDING THE DEFINITION FOR DRIVE-IN RESTAURANT, RESTORING DEFINITIONS FOR LAND CLEARING AND TREES, ADDING A DEFINITION FOR CONTRACTOR'S YARD, CLARIFYING THE TERM "REMOVAL OF TREES" RESPECTIVE TO THE USE OF MACHINERY IN SECTION 17.94.050 AND ELIMINATING THE REQUIREMENT THAT STATE DEPARTMENT OF NATURAL RESOURCES PERSONNEL VERIFY THE EXTENT OF DISEASED TREES AND PERMITTING LOCAL EXPERTS TO MAKE THIS DETERMINATION; ADDING NEW SECTIONS 17.04.261, 17.04.245, 17.04.433, 17.04.805; AND AMENDING SECTIONS 17.04.285 AND 17.94.050 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this ____ day of _____, 1997.

CITY ADMINISTRATOR, MARK HOPPEN



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning - Building Staff
SUBJ: Planning Commission Recommendation on Draft Ordinance Amending Chapter 17.45 Development Standards-- First Reading of Ordinance
DATE: March 5, 1997

INTRODUCTION/BACKGROUND

During the Council's 1996 review of the Planning Commission's recommendation on the new Employment District, several comments were received by the Council that were not made available to the Planning Commission during its review of new chapter 17.45. The Council has referred several letters of correspondence it received to the Planning Commission for its consideration and analysis. Essentially, the concerns expressed related primarily to the minimum yards and open space required for uses within the ED district which are adjacent to a residential development or zone.

POLICY CONSIDERATIONS

As a result its review of the staff report and recommendation and the comments received at the public hearing, the Planning Commission recommends that the following changes be incorporated into Chapter 17.45:

1. Amend setbacks so that the current 150 foot setback is reduced to 50 feet from any residential zone or development.
Supporting documentation and testimony previously presented to Council indicated that the current setbacks would prove too onerous. The Planning Commission concurs that the setbacks should be amended to a more reasonable standard and is recommending a variation of the current setback standards for the B-2 district.
2. Amend setbacks from the current 50 feet to 20 feet from any street or property line. Parking is proposed to be no closer than 35 feet from a residential zone or development, but is reduced to 5 feet for interior lot lines.
Same reason as stated above.
3. Amend open space requirement from current 30 percent to 15 percent of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.
In conjunction with the required yards and proposed changes to the landscape section and height standard, this would still provide reasonable open space and

buffer areas within the ED without unduly effecting neighboring properties or development.

4. Amend landscaping to require that yards adjacent to residential zones or development shall include a dense vegetative screen of 35 feet.

Same reason as stated above.

5. Amend height standard from the current variable standard to a flat maximum height of a building shall not exceed 35 feet.

The Planning Commission determined that it is very unlikely, given the types of permitted uses within the district, that the need for buildings in excess of 35 feet would ever occur. It was originally the intent of the Planning Commission to adopt a height standard for the ED district similar to that permitted in Gig Harbor North (virtually unlimited, depending upon the fire code requirements). Given the nature of the types of uses which would situate in the ED district, the reduced height - with the corresponding allowance for increased site coverage - is more reasonable.

6. Minor amendments include:

Amend lot coverage to replace the term "buffer" with "open space".

Buffers and open space are synonymous, given the landscape requirements as stated.

Amend design section to eliminate "commercial" and state as "development, as required."

This accurately reflects the design manual "thresholds".

The staff report and a summary of the comments received are attached for Council's consideration.

FISCAL CONSIDERATIONS

There will not be a fiscal impact to the City as a result of these proposed changes to the zoning code.

RECOMMENDATION

This is the first reading of the ordinance. Should the Council desire, a public hearing may be conducted at the next regular meeting.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO LAND USE AND ZONING AND AMENDING CHAPTER 17.45 OF THE GIG HARBOR MUNICIPAL CODE; ADDING A NEW PERMITTED USE TO CHAPTER 17.45 AND REVISING PERFORMANCE STANDARDS RELATED TO SETBACKS AND IMPERVIOUS COVERAGE FOR PERMITTED AND CONDITIONAL USES IN THE EMPLOYMENT DISTRICT; AMENDING SECTIONS 17.45.020 AND 17.45.040 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Title 17 of the Gig Harbor Municipal Code was amended in January of 1996 and included a new zoning district title Employment District; and,

WHEREAS, the Employment District is based upon the general goals and policies of the Comprehensive Land Use Plan for lands designated as Employment District; and,

WHEREAS, during several public hearings on the city's preannexation zoning map for the Urban Growth Area, several citizens stated that the employment district standards were so restrictive that many parcels of land so designated would be difficult if not impossible to develop for any permitted or conditional use in any reasonable structure; and,

WHEREAS, testimony provided at the previous public hearings before the City Council indicated that there is little demand for tall buildings to accommodate permitted and conditional uses in the Employment District; and,

WHEREAS, the current standards were developed as a means to encourage increased height with significantly increased yards or setbacks; and,

WHEREAS, the Planning Commission conducted a public hearing on the proposed amendments on December 5, 1996 and, following a worksession on January 9, 1997, at which the Planning Commission reviewed the comments received and made adjustments as deemed necessary,

does recommend adoption of the proposed amendments by the Gig Harbor City Council.

WHEREAS, reasonable revisions to the standards in the employment district are deemed necessary and in the public health, welfare and interest.

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

Section 1. Section 17.45.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

The following uses are permitted in an employment district:

- A. Research and development facilities;
- B. Light assembly and warehousing;
- C. Light manufacturing;
- D. Service and retail uses which support and are ancillary to the primary uses allowed in the employment district;
- E. Professional offices;
- F. Corporate headquarters;
- G. Distribution facilities;
- H. Vocational, trade and business schools;
- I. Book and magazine publishing and printing;
- J. Financial and investment institutions;
- K. Commercial photography, cinematography and video productions facilities;
- L. Reprographic services;
- M. Computer assembly plants;
- N. Courier services;
- O. Mail and packaging facilities;
- P. Trails, open space, community centers; and
- Q. Schools, public and private.
- R. Contractors yards

Section 2. Section 17.45.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.45.040 Performance standards.

All uses in the employment district shall be regulated by the following performance standards:

A. Setbacks. No structure shall be closer than ~~150~~ 50 feet to any residential zone or development or closer than ~~50~~ 20 feet to any street or property line. Parking shall not be located any closer than ~~30~~ 35 feet adjacent to a residential zone or development, or any closer than 5 feet to any interior lot line to a property line.

B. Open Space. A minimum of ~~30~~ 15 percent of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.

C. Landscaping. All uses shall conform to the landscaping requirements established in Chapter 17.78 GHMC. All required yards shall be landscaped in accordance with the landscaping requirements of Chapter 17.78 GHMC. Yards adjacent to residential zones or development shall include a 35 foot-wide dense vegetative screen.

D. Lot Area. There is no minimum lot area for this district.

E. Height. ~~Structures within 250 feet of a residential low density zone shall not exceed 35 feet in height. Structures within 250 feet of a residential medium density zone shall not exceed 45 feet in height. The building height shall be determined as defined in GHMC 17.04.160. The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire code. The maximum height of a building shall not exceed 35 feet.~~

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

G. Off-Street Parking. Off-street parking and loading areas meeting the requirements of Chapter 17.72 GHMC shall be provided.

H. Exterior Mechanical Devices. All HVAC equipment, pumps, heaters and other mechanical/ electrical devices shall be screened from view from all public right-of-way.

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

J. Outdoor Lighting. Within 100 feet of any residential use or zone, outdoor lighting and aerial-mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light

source. Outdoor lighting shall be shielded so as not be directly visible from SR-16. Ground-mounted floodlighting or light projection above the horizontal plane is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

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

L. Design. The requirements of the city of Gig Harbor design guidelines manual shall apply to all commercial development, as required.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO LAND USE AND ZONING AND AMENDING CHAPTER 17.45 OF THE GIG HARBOR MUNICIPAL CODE; ADDING A NEW PERMITTED USE TO CHAPTER 17.45 AND REVISING PERFORMANCE STANDARDS RELATED TO SETBACKS AND IMPERVIOUS COVERAGE FOR PERMITTED AND CONDITIONAL USES IN THE EMPLOYMENT DISTRICT; AMENDING SECTIONS 17.45.020 AND 17.45.040 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 1997.

CITY ADMINISTRATOR, MARK HOPPEN



CITY OF GIG HARBOR
DEPARTMENT OF PLANNING AND BUILDING
3105 Judson Street, Gig Harbor, WA 98335
206-851-4267

**STAFF REPORT
to the
CITY PLANNING COMMISSION**

From: Planning Staff, Ray Gilmore
Date: November 20, 1996
Subj.: Proposed Amendments to Title 17, GHMC, Adding New Definitions (17.04),
Amending Chapter 17.45 (Employment District) and 17.94 (Land Clearing)

INTRODUCTION/SUMMARY

During the course of the past year, several amendments to Title 17 of the Gig Harbor Municipal Code have been adopted. The majority of these changes have been directly related to the general development regulation update, as required by the Growth Management Act, in the implementation of the City's Comprehensive Plan of 1994. The Planning Commission conducted several hearings over the past year on the proposed changes to Title 17, prior to forwarding a recommendation to the City Council.

During the Council's review of the new development standards, new testimony was received that was not made available to the Planning Commission during its public review. Consequently, Council has referred some of the more "critical" matters to the Planning Commission for consideration. Several code changes occurred which were not anticipated, such as the omission of a section or a word or sentence within a section. Finally, staff is recommending changes to the code to clarify currently ambiguous or confusing language. Because of these situations, several amendments have been proposed to Title 17. These proposed amendments are the subject of this report.

POLICY ISSUES

Several amendments to Title 17 are proposed and are described in the following sections. Staff comment or position on the issue is shown in italics.

Amendments to Chapter 17.04 (Definitions)

The following changes are proposed to Chapter 17.04:

New section 17.04.245: Commercial building/structure. Commercial building/structure refers to a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (17.04.680) and manufacturing (17.04.436) are excluded from this definition.

This new definition is intended to provide clarification to standards within the code that reference commercial buildings or structures.

New section 17.04.433: Land clearing. Land clearing means the act of removing or destroying trees or groundcover from any undeveloped or partially developed land, public lands, or public right-of-way, except for those Forest practices covered under Chapter 76.09 RCW.

This was unintentionally omitted when the code was updated earlier this year.

New section 17.04.805: Tree. A tree shall mean any living woody plant characterized by one main stem or trunk and many branches, and which has a minimum diameter of three inches as measure 54 inches above the ground.

This was unintentionally omitted when the code was updated earlier this year.

Revised Definitions:

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

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

This is intended to clarify current language within the various district standards which pertain to drive-in restaurants. The current definition appears to combine a drive-thru service (outside service window, i.e. McDonalds) with a drive-in restaurant (i.e. A and W). The proposed definition eliminates this confusion.

Amendments to Chapter 17.94 Amendments (Clearing and Grading)

Exemptions

Amended to remove DNR as the only qualified authority and to permit a qualified arborist or landscape architect or landscape contractor as a qualified expert to determine that removal of the trees is essential for the protection of life, limb or property.

Section on selective removal of trees or ground covers for purposes of general property and utility maintenance is amended to include the term "cutting". Additional language is included which provides that the exemption shall not apply to cutting or removal which includes the use of a bulldozer, skidder, backhoe or similar mechanical equipment for the purpose of cutting or removing of standing

timber and the stacking or loading of trees or timber.

These changes provide a more reasonable alternative in meeting chapter requirements and clarify administrative procedures respective to timber removal using mechanical equipment.

Amendments to Chapter 17.45 (Employment District)

During the Council's review of the Planning Commission's recommendation on the new Employment District, several comments were received by the Council that were not made available to the Planning Commission during its review of new chapter 17.45. The Council has referred several letters of correspondence it received to the Planning Commission for its consideration and analysis. Essentially, the concerns expressed related primarily to the minimum yards and open space required for uses within the ED district which are adjacent to a residential development or zone.

As a result of the staff's analysis, the following changes are proposed to Chapter 17.45:

1. Add Contractors offices and related storage yards to permitted uses section.
By request. Staff supports this inclusion as an appropriate employment use for the district.
2. Amend setbacks so that the current 150 foot setback is reduced to 35 feet from any residential zone.
By request. Supporting documentation and testimony previously presented to Council indicated that the current setbacks would prove too onerous. Several graphics are included which demonstrate how the setbacks, as applied, would effect the available area on a parcel. Staff concurs that the setbacks should be amended to a more reasonable standard and is recommending a variation of the current setback standards for the B-2 district.
3. Amend setbacks from the current 50 feet to 20 feet from any street or property line.
Same reason as stated above.
4. Amend parking setbacks from the current 30 feet to 20 feet from a property line.
Same reason as stated above.
5. Amend open space requirement from current 30 percent to 15 percent of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.
In conjunction with the required yards and proposed changes to the landscape section and height standard, this would still provide reasonable open space and buffer areas without unduly effecting neighboring properties or development.
6. Amend landscaping to require that yards adjacent to residential zones or development

shall include a dense vegetative screen.

Same reason as stated above.

7. Amend height standard from the current variable standard to a flat maximum height of a building shall not exceed 35 feet.

It is very unlikely, given the types of permitted uses within the district, that the need for buildings in excess of 35 feet would ever occur. It was originally the intent of the Planning Commission to adopt a height standard for the ED district similar to that permitted in Gig Harbor North (virtually unlimited, depending upon the fire code requirements). Given the nature of the types of uses which would situate in the ED district, the reduced height - with the corresponding allowance for increased site coverage - is more reasonable.

8. Minor amendments include:

Amend lot coverage to replace the term "buffer" with "open space".

Buffers and open space are synonymous, given the landscape requirements as stated.

Amend design section to eliminate "commercial" and replace with "development, as required."

This accurately reflects the design manual "thresholds".

Procedurally, these amendments must undergo review under the State Environmental Policy Act, state agencies must be notified of any changes to the city's development regulations, public hearing must be conducted by the Planning Commission, the Planning Commission must forward a recommendation to the Gig Harbor City Council, and the Council adopts the proposed amendments to the Gig Harbor Municipal Code. Compliance with these procedural requirements is documented as follows:

Washington State Environmental Policy Act: On November 4, 1996 the City of Gig Harbor SEPA Responsible Official adopted an addendum to the FEIS, City of Gig Harbor Comprehensive Plan , 1994.

Sixty Day State Agency Notification: On November 4, 1996, the City of Gig Harbor Department of Planning and Building mailed out a 60-day notice and the proposed ordinance to the state agencies on the GMA development regulation review list.

Notice of Public Hearing Before the Planning Commission: Notice was provided by publication in the Peninsula Gateway on November 20 1996, for the December 5 public hearing. The notice was also posted at Gig Harbor City Hall in the public notice display case.

City of Gig Harbor Comprehensive Plan

The proposed amendments to Title 17 of the Gig Harbor Municipal Code are deemed consistent with the City of Gig Harbor Comprehensive Plan for the following sections:

Land Use - Employment District (Pages 8 and 9)

Policies

- Provide areas intended for long-term employment needs of the community.
- The allowable uses within an Employment District include warehousing and storage.
- Minimum buffers should be 30 feet adjacent to residential uses or designation.

Environment Element

Policies (Page 38, Performance Criteria)

- Incorporate environmental concerns into performance standards rather than outright restrictions.
- Use review processes which establish minimum performance criteria which land-owners and developers must satisfy in order to obtain project approvals.

Economic Development Element

Policies (Increase Local Economic Opportunity)

- Small business development - Encourage local business development opportunities, particularly for small start-up business concerns which may be owned by or employ local residents.
- Help identify facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.

FISCAL IMPACT

There will not be a direct fiscal impact to the City.

RECOMMENDATION

Staff recommends that the Planning Commission adopt the proposed amendment to Title 17 of the Gig Harbor Municipal Code, including the findings and conclusions within the ordinance. The Planning Commission may make adjustments, as appropriate, based upon the testimony received at the public hearing.

Exhibits received 6-21-96



TOUCHSTONE CORPORATION

June 21, 1996

Ms. Gretchen Wilbert, Mayor
Gig Harbor City Council
3105 Judson Street
Gig Harbor, WA 98335

RE: Proposed Employment District (ED) Zoning Plan/Chapter 17.45

Dear City Council Members:

I am supportive of your goal to establish a zoning code for the area recognized as a future business and employment center for the area. I am the managing partner/owner of a 40 acre parcel known as the Bay Estates property located within the UGA across from the prison.

With respect to Section 17.45.040 Performance standards, there are three issues I would recommend be modified as follows:

A. Setbacks. A more reasonable setback would be 25' along a residential and 15' to an adjoining street or property line. Customarily in a site plan lay-out the building is centered on the property surrounded by a parking field. If the use is business or light industrial the building would end-up 30-40' from the property line and closer to 60-70' for an office use. Parking should be allowed within 5' of interior property lines, 10' residential.

B. Open Space. In a business park zone 15% impervious cover, including setbacks, is the norm allowing adequate site coverage for this relatively low density use.

C. Height. Business and light industrial buildings will be single level with a height of 18-24'. Office or Flex-space uses in a business park would not generally exceed two levels or 30' in height. 30' would be an adequate height limit.

Overall, the above proposed changes should accomplish a mix of relatively moderate intensity uses along with the practical considerations which will allow the area to develop into an attractive business environment while meeting the economic objectives of the property owners and future business' which could locate here.

Thankyou for your consideration . I would be happy to meet with you in a study session or organize a tour for you to visit business parks.

Sincerely Yours,

Douglas O. Howe
Douglas O. Howe



RECEIVED

JUN 24 1996

CITY OF GIG HARBOR

Gig Harbor City Council
Gig Harbor City Hall
3105 Judson Street
Gig Harbor, Washington 98335

Reference: Gig Harbor Zoning Code - Employment District (ED) Classification

Dear Honorable Mayor and Council Members:

I am writing to follow up my May 13th council presentation concerning the Gig Harbor Employment District (ED) performance standards contained in Chapter 17.45.040. On May 13th I expressed concerns about the performance standards and presented an example of how it limits development of a 5-acre tract for employment purposes. Since May 13th, I have had a chance to further review the code and discuss the issue with Mr. Gilmore.

I am in the process of developing a business park as a reclamation plan for my gravel pit located at the Swede Hill interchange. The property is within your urban area and has been designated for ED zoning. City sewer abuts this property. Your recent discussion concerning sewer service to parcels outside the City, and the appropriate development standards, have prompted me to analyze this situation. My current design is predicated on the requirements of the previous Gig Harbor Peninsula Comprehensive Plan, which used 60/40 use ratios (see attached).

I have overlaid the ED setback standard and you can see the dramatic effect on the property and its future use. The site contains over 33 acres of property and the 150-foot setbacks severely constrains the amount of usable land for development. In addition, the site coverage requirement further restricts the usable area by another 30 percent. This, coupled with the irregular shape, makes efficient development of the warehousing/industrial property unrealistic. Long, narrow parcels do not allow for the necessary turning radii for trucks, vehicles, and buildings used for assembly, storage, and job producing businesses. The design we had prepared, based on the prior regulations, illustrates a 60 percent site coverage. Typically, business parks exhibit site coverage's ranging from 80 to 90 percent. So you can see that the business park plan I have developed exceeds normal development standards for the greenbelts, open space, etc. While I recognize the ED zone allows for higher structures, typically, industrial and business buildings do not exceed one to two stories. Therefore, the benefits of the



Gig Harbor City Council
Gig Harbor City Hall
June 24, 1996
Page 2

increased height limitation is not a practical alternative. Site coverage's in Gig Harbor B2 and C1 zones exceed 60 percent and approach the 80 percent coverage requirement typical in a business park. Therefore, I would recommend that the Planning Commission consider increasing the site coverage and eliminating the 150-foot setback. Issues of buffering and setbacks can be best addressed through a design review process as opposed to "one size fits all" standards. As you can see, that approach does not work for all projects.

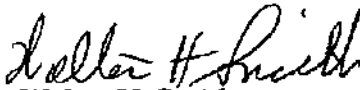
The City of Gig Harbor's urban area is relatively small and most parcels suitable for this type of development will be smaller than 30 acres. If the U.G.A.'s are going to be used efficiently and produce jobs needed and we do not change these standards, we will need to increase the size of the urban area to make up for the inefficient use of our job producing properties. I am sure this is not the intent of the Council. Therefore, I am requesting you remand this issue back to the Planning Commission for further study and bring recommendations back to you with development standards more in keeping with requirements that allow efficient use of land.

I believe my request would be applicable for any industrialized/commercial area.

Your thoughtful reconsideration is appreciated.

Sincerely,

ACTIVE CONSTRUCTION, INC.




Walter H. Smith
President

WHS/mrk

Enclosures

GIGH0624.WHS



**active
construction
inc.** June 24, 1996

Gig Harbor City Council
Gig Harbor City Hall
3105 Judson Street
Gig Harbor, Washington 98335

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Gig Harbor City Council
Gig Harbor City Hall
June 24, 1996
Page 2

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The City of Gig Harbor's urban area is relatively small and most parcels suitable for this type of development will be smaller than 30 acres. If the U.G.A.'s are going to be used efficiently and produce jobs needed and we do not change these standards, we will need to increase the size of the urban area to make up for the inefficient use of our job producing properties. I am sure this is not the intent of the Council. Therefore, I am requesting you remand this issue back to the Planning Commission for further study and bring recommendations back to you with development standards more in keeping with requirements that allow efficient use of land.

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ACTIVE CONSTRUCTION, INC.

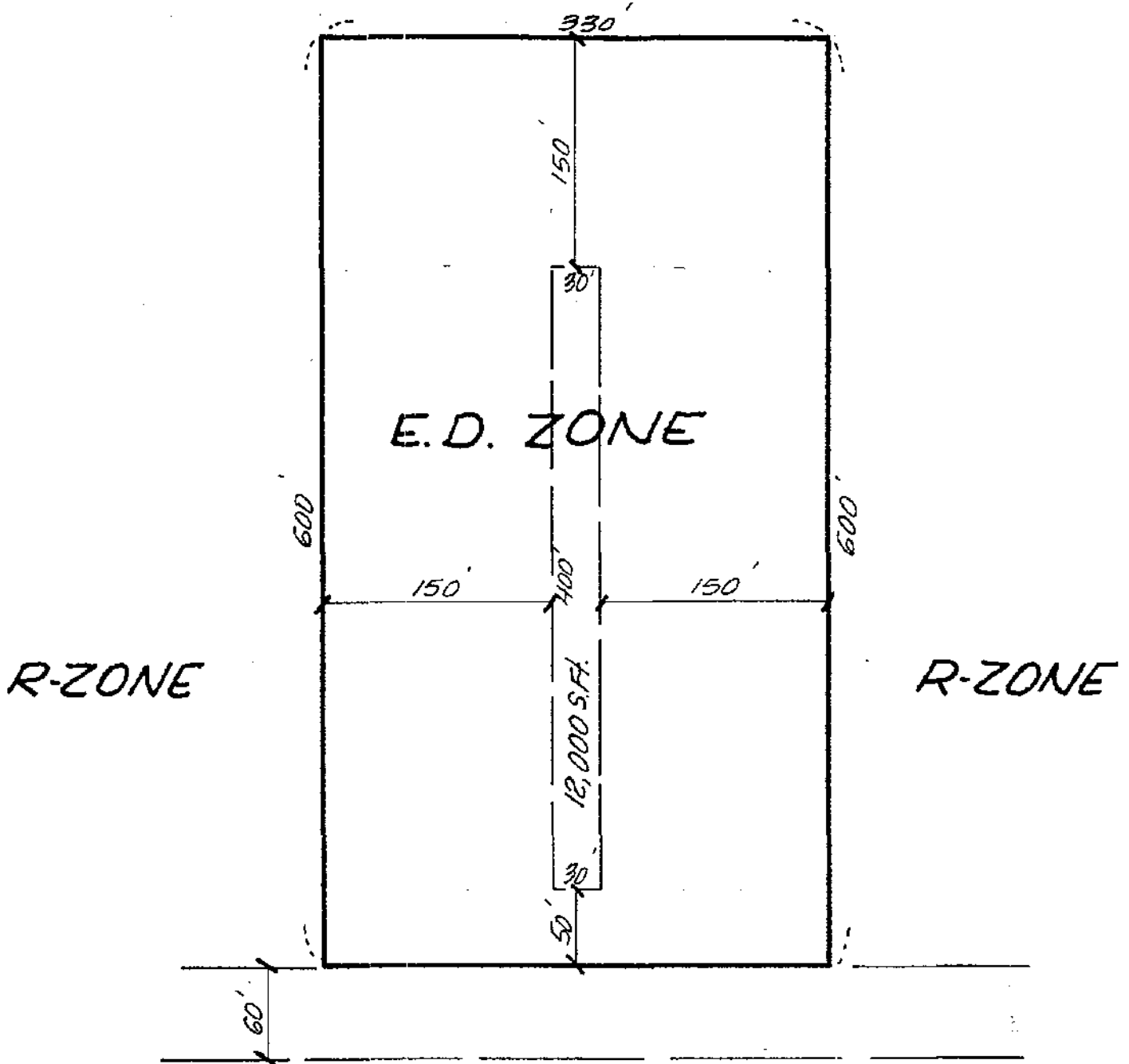

Walter H. Smith
President

WHS/mrk

Enclosures

GIGH0624.WHS

R-ZONE



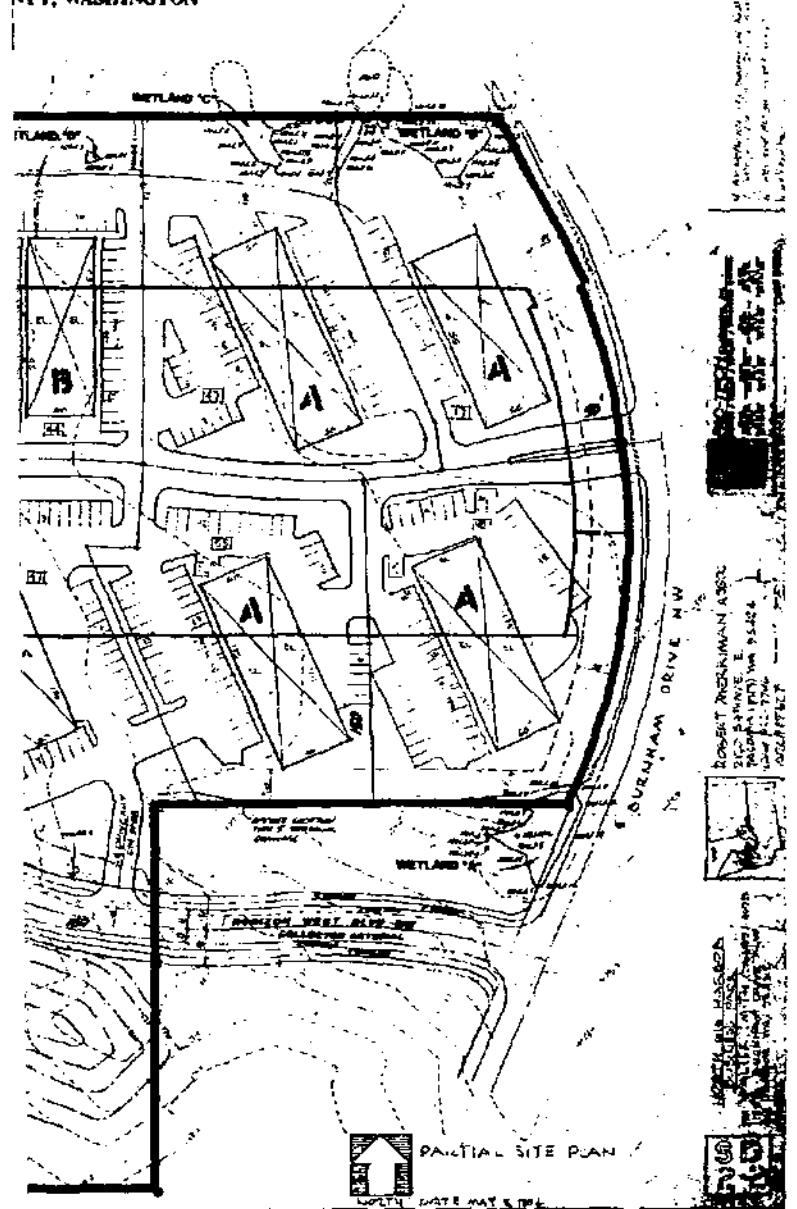
BUILDABLE ENVELOPE = 12,000 SF.
30% OPEN SPACE = 3,600 SF.
3 TO 1 BUILDING RATIO = 2,100 SF.

**EMPLOYMENT DISTRICT ZONE
5 ACRE PARCEL**



= BUILDAB

ORTH BUSINESS PARK
SECTION 25 T22N, R1E, W.M.
NTY, WASHINGTON



Comments Received at Planning Commission Hearing of December 5, 1996

Comment	Staff Response
<p>Betty Ringlee - 11313 67th Ave. NW Lives outside UGA, west of Horizons West proposed plat; buffer reduction would impact the residential development; commercial development would have impacts on residential properties west of the Active Construction site.</p>	<p>Pending projects are not the subject of the hearing. The proposed changes must be reviewed from a broader perspective as it effects more than just the Active Construction site.</p>
<p>Ken Manning - 6325 Woodhill Drive Impacts reduced buffers would have on McCormick Creek; need increased buffers to protect fisheries</p>	<p>Chapter 18.08 mandates minimum buffers for Type II waters (35', minimum from OHW).</p>
<p>Richard Buys - 11223 67th Ave NW Agrees with Mrs. Ringlee. What's the difference between open space and buffers? Opposes proposed change.</p>	<p>Comment noted. The term open space and buffers has been used synonymously. Buffers usually pertain to perimeter areas (yards or setbacks) between parcels or uses.</p>
<p>Geoff Moore, APEX Engineering, representing Walter Smith, Active Construction. The proposed changes are a balanced package. The testimony previously provided is not germane; this is not a site specific issue. Regarding changes to 17.04, 3" diameter as criteria for a tree is too small. Most jurisdictions use 12" diameter as a basis for significant tree.</p>	<p>The City of Gig Harbor Design Manual considers a significant tree as one having a minimum diameter of 6". Suggest that the definition of tree coincide with DRM until such time that a more thorough review of the landscape standards of the code can be undertaken.</p>
<p>Doug Howe - Touchstone Development supports proposed changes. Recommends reducing interior parking from 20' to 5' between ED properties and to 20 feet from residential.</p>	<p>Noted. The current interior parking lot standard is a minimum 5 feet (17.78.080). An interior yard of five feet between adjacent uses in the ED district is reasonable.</p>

Comments Received at Planning Commission Hearing of December 5, 1996

Comment	Staff Response
<p>Tom Morfee, Peninsula Neighborhood Association, 3803 Harborview Drive Existing residential uses need to be protected from non-residential uses. 150' may not be enough in some cases for contractor's yards. A 5' interior yard is too small. More discussion on Active Construction site. Regarding changes to 17.94, PNA has language which addresses dead, deceased or dying trees. This has been used by the County Hearing Examiner as a condition to various development projects. Respective to dense, vegetated screens, you need all sizes of vegetation to accomplish this.</p>	<p>Chapter 17.45: The concern expressed to a specific use (contractor's yards) may be dealt with in several ways. The requirements could be modified to:</p> <ul style="list-style-type: none"> A. Require covered storage of all vehicles, supplies and equipment or, if that is considered unfeasible; B. Language similar to that in Section 17.40.120 could be considered: " Outdoor Storage of Materials. The outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipe, drums, machinery or furniture, is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets." C. A minimum parcel development size could be established; D. Additional separation or buffering could be required between the site and residential uses. <p>Comment on Chapter 17.04: Comment noted</p>



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
SUBJ.: Resolution - Fee Schedule Update for 1997
DATE: March 6, 1997

Background/Summary

Attached is a resolution and an updated fee schedule for 1997. The resolution is a slight departure from the traditional in that the fee schedule is now an exhibit to the resolution.

Policy Issues

The fee schedule rate has not changed appreciably since 1993. In reviewing the schedule, it was noted that there is not a fee for requests to amend the UGA boundaries. Although Pierce County has the final say in whether or not a UGA boundary is amended, the city must forward a recommendation to the County on the request. This obligates the city to perform a level of analysis quite similar to amending the comprehensive plan land use map. Therefore, staff is recommending that the fee for such service be comparable to the same fee for a comprehensive plan land use map amendment.

Other changes include:

1. Clarifying that "map designations" apply to comprehensive plan land use map amendments.
2. Elimination of the \$200 fee for site plan review of change of occupancy permits. The site plan review requirement for these permits was eliminated last year.
3. The fee structure for site plan review is adjusted so that there is a minimum base charge and a flat-rate fee for administrative reviews of site plans.
4. Revising the fee for variances and conditional uses associated with a site plan. As currently written, a complex project requiring site plan review and one of the other permit applications could cost less than just the fee for site plan review alone. As proposed, the reduced rate would apply IF the site plan fee is \$400 or greater.
5. Establishing a new fee for the Design Manual, based upon the copying costs of the document.

Fiscal Impact

There would be no negative impact to the city's financial resources. The intent of the proposed changes is to assure that the general tax payers do not fully subsidize individual private requests for permit applications..

Recommendation

Staff recommends adoption of the proposed resolution.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
WHICH ESTABLISHES FEES FOR LAND USE PLANNING AND
BUILDING APPLICATIONS AND PERMITS AND AMENDING THE FEE
SCHEDULE.**

WHEREAS, the City of Gig Harbor has established such fees by Resolution; and,

WHEREAS, the Gig Harbor City Council has requested that the Planning-Building Department evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and,

WHEREAS, the last update occurred in March of 1996; and,

WHEREAS, during the last fee schedule update, the city adopted a fee schedule for projects outside of the city limits but within the urban growth area where city sewer and/or water was requested; and,

WHEREAS, the resolution was drafted in such a manner as to show the new addition as an underscore but did not clearly distinguish in the findings section between in-city rates and UGA rates; and,

WHEREAS, the Department of Planning and Building Services is proposing several adjustments to the Fee Schedule during this annual evaluation, said adjustments consisting of adding a fee for UGA boundary adjustment requests and eliminating the site plan review fee for changes in occupancy permits; and,

WHEREAS, it would be more timely and efficient to adopt the fee schedule as an exhibit to this resolution for any future amendments likely.

**NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL HEREBY AMENDS THE
PLANNING AND BUILDING SERVICES FEES FOR 1997 AND ESTABLISHES THE FEE
SCHEDULE AS PER THE ATTACHED EXHIBIT "A".**

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
City Clerk

Filed with City Clerk:
Passed by City Council:

Exhibit "A"

**CITY OF GIG HARBOR
DEPARTMENT OF PLANNING AND BUILDING
SERVICES
FEE SCHEDULE**

A. LAND USE DEVELOPMENT APPLICATION FEE

1) Amendment to Comprehensive Plan

<u>Land Use Map Designation</u>	\$750
<u>Urban Growth Area Adjust</u>	\$750
Text	\$400
<u>Land Use Map change + text</u>	\$1,000

2) Amendments to Zoning Code

Zoning District Boundary	\$425
Text	\$275
Boundary change + text	\$650

3) Conditional Use Permit \$450
Associated with Site Plan Review \$50
if site plan fee is \$400 or greater

4) Variance \$450
Associated with Site Plan Review \$50
if site plan fee is \$400 or greater

Administrative Variance No Charge

5) Planned Residential District \$75

6) Site Plan/Binding Site Plan Review

Occupancy Change (no external structural changes)	\$200
<u>Administrative Review</u>	\$75
<u>Base Fee</u>	\$325

0 - 10,000 sq. ft. commercial floor area (CFA) \$75/each 1000 sq. ft.

	10,001-20,000 sq. ft. CFA	\$100/each 1000 sq. ft.
	>20,000 sq. ft. CFA	\$125/each 1000 sq. ft.
	Multifamily (3 or more attached dwelling units)	\$200 + \$25/dwelling unit
7)	Land Clearing/Erosion Control	
	Permit	\$100
8)	Subdivisions	
	Preliminary Plat	\$550 + \$25 per lot
	Final Plat	\$25 per lot
	Replats	\$225
	Amendments	\$150
9)	Short Subdivisions	
	Summary Action	\$375
	Plat Amendment	\$75
	Boundary Line Adjustment	\$30
10)	Shoreline Management Permits	
	Substantial Development (based upon actual costs or fair market value, whichever is higher)	
	< \$10,000	\$100
	> \$10,000 < \$100,000	\$350
	> \$100,000 < \$500,000	\$700
	> \$500,000 < \$1,000,000	\$1,200
	> \$1,000,000	\$1,700
	Variance (w/o SDP)	\$400
	Variance with SDP	\$75
	Conditional Use (w/o SDP)	\$400
	Conditional Use with SDP	\$75
	Revision	\$150
	Request for Exemption	\$15
11)	Wetlands/Critical Areas Analysis	
	Steep Slopes/Erosion Hazard	\$15

Critical Habitat	\$35
Wetlands Preliminary Site Investigation	\$35
Wetlands Report Review	\$75

12) Appeals

To the Hearing Examiner:	
Administrative Variance	\$225
Administrative Decision	\$120
Requests for Reconsideration of Examiner's decision	\$85
To the Building Code Advisory Board:	\$250

13) Appeals to City Council

Appeal of Hearing Examiner Decision:	\$100
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14) Sign Permits

All signs less than 25 sq. ft.	\$20
Change of Sign, all sizes	\$20
Request for Variance	\$150
Projecting	\$35
Wall Sign, nonelectric	
25-50 sq. ft.	\$35
51-99 sq. ft.	\$45
>100 sq. ft.	\$55
Wall Sign, electric	
25-50 sq. ft.	\$40
51-99 sq. ft.	\$50
>100 sq. ft.	\$60
Ground Sign, nonelectric	
25-50 sq. ft.	\$50
51-100 sq. ft.	\$60
Ground Sign, electric	
25-50 sq. ft.	\$60
51 -100 sq. ft.	\$70

B. ENVIRONMENTAL REVIEW (SEPA)

1) Checklist	\$150
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2)	Environmental Impact Statement	
	Prepared by Staff	\$1,000 + \$45/hour
	Prepared by Private Party	\$250 + \$45/hour
3)	Appeals of Decisions	
	Conditioning/Denying of Permit	\$200
	Administrators Final Determination (DNS or EIS)	\$150 + Hearing Examiners costs for review (Examiner costs waived for listed parties of record within 300 feet of project site).
C.	<u>ANNEXATION PETITION</u>	
	Less than 10 acres	\$200
	10 - 50 acres	\$300
	50 - 100 acres	\$400
	100 + acres	\$500
D.	<u>UTILITY EXTENSION REQUEST</u>	\$100
E.	<u>REQUESTS FOR INFORMATION</u>	
1)	Land-use information, verbal	No Charge
2)	Land-use information, written response requested related to active permit	No Charge
3)	Land-use information, written response requested, file search required	Cost of Copying Requested Documents
3)	Preapplication Conference	No Charge
4)	Preapplication Conference, written summary of meeting	\$75
F.	<u>SPECIAL INSPECTIONS (AND PERMITS):</u>	

1) Fire Marshal Inspections. There is hereby imposed a \$20.00 inspection fee for all inspections carried out pursuant to the provisions of Section 2.201 of the Uniform Fire Code as now enacted or hereafter amended. The \$20.00 inspection fee shall include two reinspections for the purpose of ensuring the correction of any deficiencies noted in a prior inspection. If additional reinspections are necessary to ensure correction of any deficiency or defect, the Gig Harbor fire marshal shall charge a fee of \$30.00 per hour with a one-hour minimum and to be computed in one-quarter-hour increments, not to include travel time. All requested inspections which require a report will be processed under subsection Q4 of this section, Building Official Inspections.

2) Article IV Permits. The fire prevention bureau shall charge fees for processing permit applications required pursuant to Article IV of the Uniform Fire Code as now enacted or hereafter amended. The amount of the fee shall be set by resolution of the Gig Harbor City Council and fee schedules shall be made available to members of the public upon payment of photocopying charges. When any occupancy requires multiple permits, the Gig Harbor fire marshal shall charge the highest of the several fees plus one-half of all other required fees.

3) After Hours Inspection. For any inspections authorized or required pursuant to the Uniform Fire Code and for which it is necessary to have an inspection made after normal business hours, which are Monday through Friday, 8:30 a.m. until 5:00 p.m., or on recognized City of Gig Harbor holidays, the Gig Harbor City Fire Marshal shall charge an inspection fee of \$45.00 per hour with a minimum of one hour to be measured in quarter-hour increments including travel time.

4) Building Official Inspections

Non-classified request	\$50
Reinspection fee assessed under provisions of Section 305 G	\$30 each
Additional Plan Review required by changes, additions or revisions to previously approved plans	\$30/hour (minimum charge of 1/2 hour)

5) Radon Testing. The applicant for a building permit to construct a new single-family or multi-family building within the City of Gig Harbor shall pay \$15.00 for each living unit to cover the cost of supplying the owner of each new living unit a three-month etched track radon measuring device in accordance with a new section to RCW Chapter 19.27.

6) Building /Plumbing/Mechanical Permit Fees. Building /Plumbing/Mechanical permit fees shall be based upon the most recent fee schedule as adopted by the State Building Code Council in the respective Uniform Code.

7) Energy Code Inspection. Energy Code Inspection Fees shall be those as

established in the Special Plans Examiner/Special Inspector Program, Policies and Procedure Handbook (April, 1994, Utility Code Group, Bellevue, WA).

G. ADVERTISING FEES:

For those applications which require a notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.

H. COPY SERVICES

1)	Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$ 3.50
2)	Zoning Code	\$10.00
3)	Comprehensive Plan	\$16.00
4)	Shoreline Master Program	\$7.50
5)	Critical Areas Map (24"x 36")	\$3.50
6)	Visually Sensitive Area (24"x 36")	\$3.50
7)	<u>Design Review Manual</u>	<u>\$6.00</u>

I. FEE WAIVERS AND REQUIREMENTS

Application fees may be waived upon approval of the City Administrator if any of the following conditions exist:

1. The application submitted is in direct response to a capital construction project by the City of Gig Harbor.
2. The City determines that the direct benefit accrued from the applicant's project is in the public's interest and welfare.
3. The proposal is a City of Gig Harbor project.

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued.....	100%
Request to withdraw application after public notice issued.....	85%
Request to withdraw application following a public hearing.....	35%
Request to withdraw application after final action on permit by Hearing Examiner or City Council.....	0%

J. REVIEW OF PROJECTS IN UGA OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED

The fee for city staff review of applications which have submitted a request to the City Council

for utility extension services is 50% of the fee charged for comparable projects within the city.



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: JERISICH DOCK IMPROVEMENT PROJECT
CONSULTANT SERVICES CONTRACT
DATE: MARCH 5, 1997

INTRODUCTION/BACKGROUND

The Interagency Committee for Outdoor Recreation (IAC, Boating Facilities Program), and the Washington State Parks and Recreation Commission (Washington State Parks Clean Vessel Program) have notified the City that the funding applications submitted pursuant to Council Resolutions No. 469 (April 22, 1996) and 476 (September 9, 1996), have been approved subject to execution of funding agreements. These agreements will be submitted for Council approval pending resolution of IAC concerns relative to the status of our lease agreement with the Department of Natural Resources (DNR). Verbal and formal assurances provided by DNR and our Department have not been sufficient to satisfy IAC, but all parties agree that this is not an insurmountable impasse.

The IAC and Washington State Parks and Recreation Commission have indicated that engineering may proceed, but that construction should await execution of the agreements. The IAC has further advised that final project reimbursement will be withheld pending negotiation of a new 20-year lease agreement with DNR covering the current and extended float length.

In the interim, due to insufficient staff resources to perform the necessary work, this Department advertised for consultant services, interviewed a short list of four firms, and tentatively selected the consulting engineering firm Layton Sell, Inc., P.S. as the most qualified for the project, subject to Council confirmation and approval of the attached Consultant Services Contract. Layton and Sell has extensive marine engineering facilities design and construction inspection experience, and are familiar with Gig Harbor. Their projects include the previous Jerisich Dock extension, Arabella's Landing, Elliott Bay Marina and Point Roberts Marina.

Due to the considerable damage to marinas in the State resulting from the heavy snow at the first of this year, design work needs to commence as quickly as possible to ensure adequate fabrication capacity and availability of marine contractors. It is anticipated that actual construction and float replacement will occur in either September or October.

The contract amount exceeds the estimate submitted with the grant application. However, the increase primarily reflects the addition of construction support services which we had initially intended to perform with City staff. We have concluded that staff will not be available due to the anticipated level of road construction and development activity during the presently scheduled September/October dock replacement. It should be noted that the original number of hours submitted by the Consultant have been reduced by approximately 25-percent. Further, design

MAYOR WILBERT AND CITY COUNCIL

March 5, 1997

Page 2

and construction support services fees are approximately 12% and 4%, respectively, of the estimated construction cost. These percentages are lower than the standard guideline values for design and construction engineering services on small projects of 15% and 10%, respectively. In addition, we plan to realize sufficient cost savings during design and construction to keep the project within the allocated budget.

FISCAL CONSIDERATIONS

Funds are available for this work and project construction under the '97 Jerisich Dock Extension project.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Layton Sell, Inc., P.S., in the not-to-exceed amount of thirty-five thousand four-hundred eight-four and no cents (\$35,484.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Layton Sell, Inc., P.S., organized under the laws of the State of Washington, located and doing business at 15600 Redmond Way, Suite 302, Redmond, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design and construction of the Jerisich Dock Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated March 5, 1997, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

The Consultant shall perform all work as described in Exhibit A - Scope of Services.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty-five thousand four-hundred eighty-four dollars and no cents (\$35,484.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services within the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit B.

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

within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within the general schedule set forth in Exhibit A; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

A. Termination of Agreement at City's Option. The City may terminate this Agreement at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Consultant in person or by certified mail.

B. Termination for Cause. If Consultant refuses or fails to complete the tasks described in Exhibit A, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to Consultant, give notice of its intention to terminate this Agreement. On such notice, Consultant shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Consultant fails to cure to the satisfaction of the City, the City shall send Consultant a written termination letter which shall be effective upon deposit in the United States mail to Consultant's address as stated above.

C. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II(A) above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without any restrictions except as specified in this Agreement. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. If the City terminates this Agreement for cause or due to the Consultant's breach of the terms of this Agreement, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit A, as modified or amended prior to any such termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract amount specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the

Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

A. Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. In the event such documents are used by the City for any work other than the work for which it was prepared, the City assumes full responsibility for such use and agrees to hold the Consultant harmless for any claims that may arise from such use.

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall

continue in full force and effect and no further assignment shall be made without the City's consent.

XIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 19__.

THE CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Layton Sell, Inc., P.S.
15600 Redmond Way, Suite 302
Redmond, Washington 98052-3862

Mr. Wes Hill
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

JERISICH PARK DOCK IMPROVEMENT PROJECT

EXHIBIT A - SCOPE OF SERVICES

PROJECT DESCRIPTION:

The purpose of this project is to improve and enlarge the existing floating moorage pier at Jerisich Park in the City of Gig Harbor. The main objectives of the project are as follows:

1. Replace or modify the existing floats to provide a minimum eight (8) ft. deck width, plus blockouts, walers and fenders; guide piles inboard of the edges of the pier to improve side tie moorage capacity; more freeboard while accommodating small boats; internal conduit run(s) including provisions for future water and power services; and the ability to add finger piers with utility services to the south.
2. Provide bullrails with provisions for/installation of cleats/equivalent.
3. Extend the dock by about 160 feet toward the outer harbor line to increase the amount of available moorage space.
4. Provide a pay-per-use boat pumpout and dump station at the end of the extended dock, or at such location as determined during the design process to optimize access, and minimize visual and physical impacts.
5. Replace the existing creosote treated timber guide piles with, and install new concrete guide piles with conical caps, and pile guides.
6. Upgrade and extend the pier's fire suppression system, including flow alarm.
7. Replace the existing pedestrian access ramp with a longer and wider ramp that will provide a flatter slope, and be more consistent with ADA requirements.
8. Upgrade electrical service for and provide pedestrian lighting.
9. Provide pedestrian amenities, including benches.
10. Evaluate dredging requirements and benefits if any, including permits, estimated cost, and feasible schedule options.
11. Provide facility signage.
12. Design work will be complete by June 1997, with construction complete in 1997.

GENERAL DESCRIPTION OF WORK:

1. Conceptual Design: Assemble and review background information, and assist the City with project planning and refinement/modification of the conceptual design of the project as submitted to IAC.
2. Design Development & Preliminary Plans: Develop the conceptual plans to a level suitable for presentation at a public open house, including a preliminary project cost estimate, a proposed project schedule and preliminary plans. Also, assist the City with securing any minor revisions that may be required for the permits that the City has obtained from regulatory agencies.
3. Construction Plans & Bidding: Prepare construction plans, technical specifications, an engineer's estimate of probable cost and a construction schedule for the project, and assist the City with obtaining construction permits and the bidding process, including addenda preparation, technical inquiries, and bid evaluation.
4. Construction Support Services: Perform on-site and fabrication plant inspections; and assist the City with material source review and evaluation, and evaluation and preparation of change orders.

ASSUMPTIONS:

1. The City provided topographic and hydrographic surveys of the subject property are sufficient for use by the consultant.
2. Specifications will be prepared in Microsoft Word format and submitted on diskette for use by the City. Plans will be prepared in AutoCAD version 12.0 or later format and submitted on diskette for the City's records and use.
3. Upland domestic water, fire protection, electrical power, telephone and other utility services (all with sufficient capacity and size to serve the project) are existing on the uplands.
4. Electrical power and water service for boaters will not be provided. However, the project design and construction features will allow for and facilitate future provision of these items. Internal conduit corridors will be used for utilities.
5. Electrical and geotechnical engineering subconsultants employed by Layton & Sell will assist in the electrical and structural design of various project components. Their costs have been included in the fee estimate presented in Exhibit B.
6. Performance based specifications will be used to bid the gangway ramp, concrete floats and other project components.
7. Existing piling and floats will be salvaged by the Contractor.
8. Construction inspection has been estimated at an average of 5 days of inspection per week over a 2 week construction period, plus 2 days of pile driving observations, with additional time allocated for fabrication plant inspection and related construction monitoring as necessary to assure quality control and conformance with the contract requirements.
9. Contract documents will incorporate provisions for the Contractor to share payment for consultant preparation and approval of "construction record" drawings.
10. Contract documents will use WSDOT format.
11. Provisions will be made for future extension of the dock for the addition of finger piers.
12. The Consultant will be responsible to obtain all other information not presently prepared by or available from the City, and necessary to assure themselves of the adequacy of their design.

**JERISICH DOCK IMPROVEMENT PROJECT
EXHIBIT B - BILLING RATES AND FEE PROPOSAL**

3/5/97

TASK	CONSULTANT SERVICES: LAYTON & SELL						SUBCONSULTANTS		
	COASTAL ENGINEER	SENIOR CIVIL ENGR.	DESIGN ENGINEER	CADD-DRAFTER/ TECH.	SUBTOT. HOURS	SUBTOT. AMOUNT	BIOLOGIST	ELECTRICAL ENGINEER	GEOTECHNICAL ENGINEER
TASK 1: CONCEPTUAL DESIGN									
1. Site review, Mtgs., Disc., Proj. Admin. / Coord.	0	8	0	0	8	\$ 600			
2. Review City's prel. proj. cost est.	0.5	1	1	0	2.5	\$ 175			
3. Review surveys, tide info., pile driving records, prev. plans, & navigation access rqts.	0.5	2	0	0	2.5	\$ 200			
4. Evaluate dredging requirements, costs, & benefits.	0.5	1	1	0	2.5	\$ 175			
5. Prepare base maps (cad file & prints) & revise layout of project as required.	0.5	2	0	8	10.5	\$ 552			
6. Prepare for & attend public open house. (Incl. schematics, altern., cost est., & sched.	0	6	0	2	8	\$ 538			
SUBTOTAL TASK 1:	2	20	2	10	34	\$ 2,240	\$ -	\$ -	\$ -
TASK 2: DESIGN DEVELOPMENT & PREL. PLANS									
1. Site review, Mtgs., Disc., Proj. Admin. / Coord.	0	8	0	0	8	\$ 600			
2. Determine loadings for floating pier & guide piles. Geotechnical evaluation.	1	2	0	0	3	\$ 250			
3. Design prelim. floating pier.	0	2	2	2	6	\$ 338			
4. Layout access gangway & floating pier connection. Determine float rqts. for grounding.	0	2	2	2	6	\$ 338			
5. Design schematic pumpout, water and fire protection systems.	0	8	8	4	20	\$ 1,176			
6. Prepare preliminary design drawings for review by permitting/review agencies.	1	2	4	12	19	\$ 978			
7. Prepare preliminary estimate of quantities and probable cost, and updated schedule.	1	2	4	2	9	\$ 538			
8. Assist City with supplemental negotiations w/ regulatory agencies re. permit reviews/updates.	2	4	0	0	6	\$ 500			
9. Option: Develop mitigation plan per USFW/ W.S.F&W rqts. if any.	0	0	0	0	0	\$ -	\$ -		
10. Electrical - Site review, eqpt. selection, & determination of current & future conduit/ service panel rqts.					0	\$ -		\$ 1,320	
11. Geotechnical - Review pile driving information, evaluate pile rqts. relative to loadings and soil conditions.					0	\$ -			\$ 500
SUBTOTAL TASK 2:	5	30	20	22	77	\$ 4,718	\$ -	\$ 1,320	\$ 500
TASK 3: CONSTRUCTION PLANS & BIDDING									
1. Site review, Mtgs., Disc., Proj. Admin. / Coord.	4	8	0	0	12	\$ 1,000			

**JERISICH DOCK IMPROVEMENT PROJECT
EXHIBIT B - BILLING RATES AND FEE PROPOSAL**

3/5/97

TASK	CONSULTANT SERVICES: LAYTON & SELL						SUBCONSULTANTS		
	COASTAL ENGINEER	SENIOR CIVIL ENGR.	DESIGN ENGINEER	CADD-DRAFTER/ TECH.	SUBTOT. HOURS	SUBTOT. AMOUNT	BIOLOGIST	ELECTRICAL ENGINEER	GEOTECHNICAL ENGINEER
2. Determine final floating pier loading conditions, support rqts.	1	3	0	0	4	\$ 325			
3. Prepare final design of floating pier.	2	12	12	12	38	\$ 2,228			
4. Layout access gangway & pier connection. Prepare performance-based specification for gangway system.	0	4	0	4	8	\$ 476			
5. Layout final float plan. Prepare performance-based specifications for floating pier.	1	8	0	4	13	\$ 876			
6. Design guide pile anchorage system for floating pier.	2	8	0	4	14	\$ 976			
7. Design final pumpout/dump sta., lighting, water & fire protection systems (includes venting for City's adjacent sew. pump sta., electr. system/panel modifications/improvements, & flow alarm for fire system).	0	9	16	8	33	\$ 1,827		INCL. (Ref. 3.13)	
8. Prepare final plans.	1	2	0	12	15	\$ 778			
9. Prepare for & attend public open house to present final plans, & updated est. & sched.	0	8	0	2	10	\$ 688			
10. Prepare technical specifications.	2	8	10	0	20	\$ 1,300			
11. Prepare bid item table, estimate of probable cost, & updated construction schedule for contr. doc.	1	2	4	4	11	\$ 626			
12. Assist City w/ prep. of bid/contr. doc., & bid process (response to technical inquiries, addendums, & bid evaluation).	1	8	4	0	13	\$ 900			
13. Electrical - Design power system for pumpout/dump sta. & lighting, design conduits for future pwr. pedestals & lighting, prep. constr. plans & spec., est. & assist w/ constr. sched. & bid (ref. Task 3.12).					0	\$ -		\$ 4,550	
14. Geotechnical - Review pile plans & specs., assist w/ technical issues.					0	\$ -			\$ 450
SUBTOTAL TASK 3:	15	80	46	50	191	\$ 12,000	\$ -	\$ 4,550	\$ 450
SUBTOTAL DESIGN (TASKS 1, 2, & 3)	22	130	68	82	302	\$ 18,958	\$ -	\$ 5,870	\$ 950
						\$ 25,778			
TASK 4: CONSTRUCTION SUPPORT SERVICES									
1. Site review, Mtgs., Disc., Proj. Coord.	0	2	2	0	4	\$ 250			
2. Assist City staff w/ material source review & evaluation (office, on-site, fabrication plant).	1	8	0	0	9	\$ 700	\$ -		
3. Perform on-site construction inspection incl. inspection reports & pile driving records.	4	52	24	0	80	\$ 5,500	\$ -		
4. Assist City staff w/ technical support for inquiries, constr. progress eval., progress payment est. prep./review, & addendum eval. & prep. (office, on-site, fabrication plant).	1	8	4	4	17	\$ 1,076	\$ -		

**JERISICH DOCK IMPROVEMENT PROJECT
EXHIBIT B - BILLING RATES AND FEE PROPOSAL**

3/5/97

TASK	CONSULTANT SERVICES: LAYTON & SELL						SUBCONSULTANTS		
	COASTAL ENGINEER	SENIOR CIVIL ENGR.	DESIGN ENGINEER	CADD-DRAFTER/ TECH.	SUBTOT. HOURS	SUBTOT. AMOUNT	BIOLOGIST	ELECTRICAL ENGINEER	GEOTECHNICAL ENGINEER
5. Electrical Engineer - Review material source submittals, coord. w/ contractor, & site review, w/ summary at proj. completion (ref. Tasks 4.1, 4.2, & 4.4).					0	\$ -		\$ 1,320	
6. Geotechnical Engineer - Review pile driving records, & consult w/ proj. engr.					0	\$ -			\$ 260
SUBTOTAL TASK 4:	6	70	30	4	110	\$ 7,526	\$ -	\$ 1,320	\$ 260
						\$ 9,106			
TOTAL ESTIMATED HOURS (TASKS 1, 2, 3, & 4)	28	200	98	86	412	\$ 26,484	\$ -	\$ 7,190	\$ 1,210
HOURLY RATES	\$ 100	\$ 75	\$ 50	\$ 44					
SUBTOTAL BY CLASSIFICATION									
SUBTOTAL						\$ 34,884			
MISCELLANEOUS EXPENSES						\$ 600			
TOTAL ESTIMATED FEES & EXPENSES						<u>\$ 35,484</u>			

MAYOR'S REPORT
March 10, 1997



EMERGENCY PREPAREDNESS ON THE FAST TRACK

The storm related power outages of December and January still remain a topic of discussion among all emergency response agencies on the Peninsula, with stepped-up plans to find solutions to problems arising from the devastating effect of the combination of winter weather events.

Communication between agencies, KGHP FM and the citizens was one of the biggest problems when ice laden lines and antennas came down. Peninsula Light Company and the Peninsula School District are underwriting the financial support to provide systems less vulnerable to weather.

Peninsula Light repair crews faced danger on several fronts. Trees blocked roads and many were unprepared for the inconvenience and length of days with no power. Threats were made to the linemen, and security had to be placed at the gates of the Light Company.

Many citizens are well prepared for emergencies and have been encouraged to check in on neighbors. Many churches have enlisted volunteers to call their members to check on their welfare. If someone doesn't answer their phone, the Methodist Church rounds up members with 4-wheel drive autos and sends them out to check on their members. Neighbors helping neighbors is essential during those first 72 hours following an incident, and neighborhoods are planning.

Peninsula Light Company is taking the lead in providing classes in the proper use of generators. The classes are overflowing with participants. The Light Company is also attempting to find all the folks dependant upon electricity for life support systems and will assist in finding alternative methods for power.

At the January Emergency Planning Meeting, Dr. Mitrovich discussed that the School District's 9,000 students and administration could have been at the mercy of a very delayed response to this emergency had the storm happened while the children were in school. The School District is moving forward with emergency planning.

I've attached the minutes of the February 6th meeting initiated by Dr. Mitrovich to help us all to recognize the need to prepare *ourselves* for those 72 hours following a major occurrence. You and your neighbor will be on your own.

Communication has become a major issue. Even the City of Gig Harbor needs to obtain a generator to keep the telephones operating.

We could not have planned a better exercise. The wake-call was heard loud and clear.

Tuesday, February 25, 1997 12:43 PM

To: Bob Schmidt

From: JOHN L GRAY

Page: 2 of 5

**SYNOPSIS OF
MINUTES OF THE SPECIAL MEETING OF
GIG HARBOR-KEY PENINSULAS' EMERGENCY PREPAREDNESS COMMITTEE
PENINSULA SCHOOL DISTRICT SUPERINTENDENT
PENINSULA LIGHT COMPANY
FIRE DISTRICTS 5 AND 16
PIERCE COUNTY EMERGENCY MANAGEMENT
AND OTHER CONCERNED PARTIES AND AGENCY REPRESENTATIVES
FEBRUARY 6, 1997
PENINSULA SCHOOL DISTRICT HEADQUARTERS, PURDY, WA**

The NEXT MEETING OF THE GIG HARBOR-KEY PENINSULAS' EMERGENCY PREPAREDNESS COMMITTEE will be MONDAY, MARCH 3, 1997 at 6:00 p.m. at the Gig Harbor City Hall. Those wishing to make additions to this synopsis or the detailed minutes may do so at that meeting.

THOSE PRESENT:

Dr. Mark Mitrovich, Superintendent, Peninsula School District
Daphne Daus, Peninsula Light Company public information
Dave Watson, Peninsula School District, Fire District 5
Tom Sutton, Pierce County Emergency Management program manager
Tom Fletcher, King County Red Cross Emergency Dir; VP GHKPEPC
Larry Claiborne, Pierce County Fire District #5
Bob Black, Pierce County Fire District #5
Gary Franz, Fire Chief, Pierce County Fire District #16
Fred Ramsdell, Pierce County Fire District #16, deputy chief
Ruth Bramhall, Pierce County Fire District #16 Commissioner
Patrick C. Gregory, GHKPEPC
Marvin Nauman, GHKPEPC resources & newsletter
Max Bice, KGHP, GHKPEPC, Marine resources
Tim Kezele, Home, WA
Keith L. Stiles, KGHP, GHKPEPC, Key Peninsula liaison
Mark & Charlotte Yordy, PARET Peninsula Amateur Radio Emergency Team
Robert T Jardin, Lake Holiday Association, Gig Harbor American Legion
Shirley Tomasi, Gig Harbor-Key Peninsula Action Coalition
Deanie Adams, GHKPEPC training coordinator
Robert R. Schmidt, President, GHKPEPC
Hugh McMillan, GHKPEPC, Pierce County Fire District #16 commissioner
Edward Taylor, Sgt, Pierce Co Sheriff Dept, Peninsula Detachment
Ross Herberholz
Sgt Gerry Devenpeck, Washington State Patrol
Sandra Lyons, Washington Corrections Center for Women, medical resources, GHKPEPC
Sumiko Wada, MD, medical resources
1
Scott Major, Tacoma-Pierce County American Red Cross
Marci Henderson, Tacoma-Pierce County American Red Cross

Tuesday, February 25, 1997 12:43 PM

To: Bob Schmidt

From: JOHN L GRAY

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Kris Sherman, The News Tribune
Jo Anne Gray, recording sec, GHKPEPC

The meeting was begun at 7:06 p.m. by Dr. Mark Mitrovich , Superintendent, Peninsula School District. Thanks to Dr. Mitrovich and the School District for hosting this meeting.

This meeting was held to discuss the role the school district plays in emergency preparedness and management and how the district's radio station, KGHP, can work in the emergency management system.

KGHP is a vital resource for the community in emergency communications. The school district and Pen Light stand behind the station with financial support and personnel toward a goal of operation 7 days a week, 18 hours a day in non-emergent situations. Many of the items from the last meeting are well underway. Discussions are in process with PTI to possibly add a translator to their tower on Peacock Hill to improve transmissions for North Gig Harbor. They are also talking with Harbor Water and TCI regarding another tower on Peacock Hill. Plans are to get a hard line into the station and a FAX line and extended cell phone. There is a need to increase the power system and it must function independently of the building it is housed in. They are looking at expanding the marketing of the station.

There is a need to get people to listen on a non-emergency regular basis; have programming that will draw a regular audience. This was made clear after the pre-Thanksgiving storm when the master system for school districts to inform all radio stations Crashed. There was no way to get the information to the various Puget Sound area stations. If folks were used to tuning KGHP for emergency information, they would have gotten word of changes in time.

There is a need for all utilities, volunteers and agencies to be brought together and know that one unit will be responsible for disseminating information. All this will go through the Pierce County Department of Emergency Management, Tom Sutton said the county is concerned with damage assessment for the first 72 hours. Agencies should report in and ask for what they need His office should be called with information regarding damage as all other radio stations call them for information.

Many are worried we will be left out on this side of the bridge. Folks assumed there was a coordinated effort between utilities and who to call. The County has a plan but it takes a few days to put in operation. The pieces are in place but not all are working together and the locals don't know what is going on. The local Emergency Operations Center (EOC) is not yet activated. We are missing covering the 72 hour period before the wheels get in motion. They are trying to work on a plan. Progress is being made. Power crews and fire people now go out to work together.

Bob Schmidt was concerned about the many lives that were lost in Kobe due to the delay in government action.

We should also be dealing with Kitsap County and their people. While the plan and the EOC are not complete yet, we were very fortunate to have a dry run (the January power emergency) for a major emergency. We are still learning how we can cooperate and help each other. For example, we never knew Pierce County crews can't go within 10 feet of a downed

wire to cut a tree. Now that we know this, we will not depend on them, but will send power crews.

The job of the citizen's group and GHKPEPC is most important while agencies get it together.

The chain of command goes like this: Everyone should report to Tom Sutton, who will call Larry C and the EOC, who will then work with PLC, TCI, Co Roads, etc.

The public dials 911 or whoever they think is responsible for their problem. If an emergency is outside the capabilities of these, they call Tom Sutton. Anyone should call Tom with needs and questions. If citizens want to help, they should be prepared to take care of their own needs for however long. The citizen's group should encourage neighbors to take care of each other.

This is where the radio station could help. We would be able to say - "It's being worked on. Here's what to do." Daphne said we can't get information into the larger broadcast market. We tell them and they don't air it. This is why KGHP is paramount for getting out LOCAL information

People need to take care of themselves. Neighbors need to work together.

Dave Watson suggested we need to have a uniform packet to give out - all agencies - for callers. We could give it when they register to vote, get a library card, buy a house, open a bank account...

There were questions about asking the community to tell what equipment they have. Basically, there is no need for that except for heavy equipment and large portable generators that could be moved to use elsewhere. In that case, tell the EOC.

Mark Mitrovich allowed that we have agencies and systems in place that have been challenged by recent events and are working on it. The community based aspect needs to be a support system. They can't try to do the same things. There has to be an information distribution network to decrease the hysteria that breaks out. This is where KGHP comes in. Now that the School district and PLC have gotten behind it, we can now depend on KGHP. Informal networks are separate from this. The missing piece is what you know and they don't. KGHP can be a crossroads for this information. The other piece is - there is only one agency with the regionally located centers to provide for peoples' needs : the school district. The schools can be used as shelters and emergency centers.

Marci Henderson from the ARC said regarding emergency sheltering, there is mis-information out there. The Red Cross does not have requirements, survey requirements to be met in advance. They will work with the EOC to meet the needs of people. A shelter can be opened by anyone at anytime. A RED CROSS SHELTER does have criteria that must be met; things like safety and sanitary facilities and food preparation areas.

The school district has a goal to have generators in all schools; obtained from the government. The district will act as a legal entity to accept government surplus generators.

Mark Mitrovich said the district will prepare a packet of information for all new families with children on the peninsula. He would like input from this group on this. It will be given personally by the parent ambassador program - and gone over- not just sent home.

3

Gary Franz said the fire department is not in the shelter business. However, the Home Fire Center is a good candidate for a shelter. He is talking to Sharon Tessandore (ARC) in establishing this as a center; also a shelter between Longbranch and Key Center. They have redesigned radio communications and updated them and can now have direct radio contact with KGHP. KGHP should consider getting a scanner to monitor emergency activities. The other problem is the fire department can't always get fire fighters in because they are helping their own

uesday, February 25, 1997 12:43 PM

To: Bob Schmidt

From: JOHN L GRAY

Page: 5 of 5

families - these are volunteers. Ray Zimmerman and Gary are working to help solve this problem for fire fighters' families.

All schools have space blankets and trauma kits and other emergency supplies. Another issue will be access to buildings when school is not in session.

Mark Yordy (PARET) said the local HAM group has a system in place to be able to provide coordinated communications between all agencies. They are able to staff agencies with volunteers to help coordinate communications for example between PLC and the highway department.

Mark Mitrovich will prepare a draft plan and ask all concerned to perform certain tasks. "How you can plug in" was suggested as a title. This will be distributed to all agencies and parties at the meeting to develop a final plan to coordinate the effort.

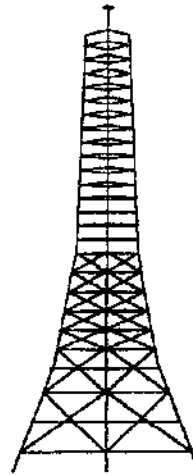
The meeting ended about 9:00 p.m.

respectfully submitted, Jo Anne Gray, recording secretary, Gig Harbor-Key Peninsulas' Emergency Preparedness Committee

4



**PENINSULA AMATEUR RADIO
EMERGENCY TEAM**



REGULAR

FEB 11 1997

March 6 we are invited to a presentation about 24hr. and 72hr. emergency survival packs. This will be part of the Burley Amateur Radio Club meeting. Jim & Lauri Pitman will be giving this presentation. This will be in the Burley Community Center and the meeting starts at 7:30. Everyone is welcome.

**PENINSULA AMATEUR RADIO
EMERGENCY TEAM**

On January 6 at our monthly onsite meeting held at the Swede Hill fire station the Peninsula Amateur Radio Emergency Team was visited by 2 members of Kitsap County ARES/RACES medical emergency communication team. Jim & Laurie Pitman, N7NLC & KC7CCU came to get acquainted and discuss improved communications between Kitsap County and the Gig Harbor, Key Peninsula area. Other visitors came to thank

PARET members for our help during the recent winter storm.

We also reviewed what information is needed for our Operating Procedure Manual. The following items were discussed to be included; message forms, maps, member roster, frequency lists, set-up & operating procedures.

PARET active members:

Mark & Charlotte Yordy
KC7BBO & KC7CMR
857-5123

Jan Paterson - KK7BH
265-3661

Candace Plumlee - KK7BI
265-3661

Dan Reeves - KC7DRR
857-7477

Herman Entz - K7PAG
857-5946

Kermit Thompson
W7PMR
549-4176

Tom & Shirley Murphy
N7QHJ & N7QHW
265-3661

Dave Doty - KB7SFV
851-2208

Hank - KE8LT
549-7333

Plans are under way for the installation of one of our antenna's at Swede Hill EOC. This will get one of our 2 meter/440 radios operational and will provide basic communication until the full antenna system installation can be accomplished. It is nice to see the beginning of Amateur Radio capabilities at Swede Hill. When this communication center is fully functional and coordinated with the other agencies involved, a very high level of emergency communication will be provided.

At our on site meeting Feb 3, we discovered the need for new PL259 connectors on the antenna coax. This lead us to believe that connectors at all fire stations need to be inspected.

Earthshake 97

Discussed setting up temporary antenna at the EOC for Earthshake 97 in April. More on this next month.

This exercise will be in April and anyone wishing to participate is more than welcome. The exact date will be determined soon and all parties will be notified by mail or our weekly PARET radio net.

Schedule of events

February meeting

March meeting

April

Rosdale fire station

EOC - to be confirmed

EOC - to be confirmed

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: FEBRUARY INFORMATION FROM PD
DATE: MARCH 5, 1997

Attached are the activity statistics for February 1997. We have experienced a number of commercial burglaries in the past month. These are rare here generally, but may continue if we don't identify those responsible soon. Besides increased presence in the commercial areas, we are hosting evening meetings on three upcoming dates. One meeting is for financial institutions only, the other two are open to any business member. We will be sharing crime prevention ideas and listening to merchant concerns as well. If you are interested in the dates or times of the meetings, please let me know.

We conducted an investigation of a marihuana grow operation during February which resulted in the arrest of three suspects and seizure of the growing equipment and some marihuana as well. The grow was located outside the city but the product was being sold in at least one city establishment. Off. Brad Carpenter conducted the investigation and made the seizure and arrests. He was assisted by Det. Entze and Officer Rusty Martin.

Seven Reserve Officers provided 157 hours of service in February. This included 119 hours of patrol time, 32 hours of training and 6 hours of court time. Two Reserve Officers left the program, one resigned due to time conflicts and the second was let go for inability to complete probation.

Explorers contributed over 62.5 hours in February. This time was split between two meetings, and seven ride-alongs. Explorer Jayson Bayer has completed the requirements to achieve Skill Level I status.

The Marine Services Unit was not scheduled this month. We were called to check on a sinking boat on the county side of the bay and there was some minor administrative time used as well.

Two reserve bike officers completed the main portion of their training in February. They will finish the training on March 7. This will give us three bike trained officers as we head into spring.



MITCH BARKER
Chief of Police

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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

February 1997

	<u>FEB</u> <u>1997</u>	<u>YTD</u> <u>1997</u>	<u>YTD</u> <u>1996</u>	<u>%chg to</u> <u>1996</u>
CALLS FOR SERVICE	<u>197</u>	<u>445</u>	<u>447</u>	<u>+ 0.4</u>
CRIMINAL TRAFFIC	<u>13</u>	<u>26</u>	<u>37</u>	<u>- 29</u>
TRAFFIC INFRACTIONS	<u>57</u>	<u>100</u>	<u>115</u>	<u>- 13</u>
DUI ARRESTS	<u>2</u>	<u>7</u>	<u>7</u>	<u>+ 0</u>
FELONY ARRESTS	<u>8</u>	<u>16</u>	<u>2</u>	<u>+ 700</u>
MISDEMEANOR ARRESTS	<u>9</u>	<u>16</u>	<u>27</u>	<u>- 40</u>
WARRANT ARRESTS	<u>2</u>	<u>7</u>	<u>15</u>	<u>- 53</u>
CASE REPORTS	<u>61</u>	<u>126</u>	<u>129</u>	<u>- 2</u>
REPORTABLE VEHICLE ACCIDENTS	<u>8</u>	<u>13</u>	<u>19</u>	<u>- 31</u>



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1025 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075
 (360) 664-0012

TO: CITY OF GIG HARBOR

DATE: 2/19/97

AMENDED

RECEIVED

RE: ASSUMPTION
 From KEITH UDDENBERG, INC.
 Dba STOCK MARKET FOODS #332

FEB 24 1997

APPLICANTS: CITY OF GIG HARBOR

KU ACQUISITION CORPORATION

License: 076448 - 2E County: 27
 Tradename: STOCK MARKET FOODS #332
 Loc Addr: 5500 OLYMPIC DR BLDG B WA 98335
 GIG HARBOR
 Mail Addr: 5500 OLYMPIC DR BLDG B WA 98335-1489
 GIG HARBOR
 Phone No.: 206-858-3630

KOURKUMELIS, DAN 03-23-51 538-54-3514
 EVANGER, MARC W 10-26-54 531-66-5242
 SLOAN, STUART M 10-27-43 554-54-4007

Classes Applied For:

- E Beer by bottle or package - off premises
- F Wine by bottle or package - off premises

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within **20 DAYS** from the date above, it will be assumed that you have no objection to the issuance of the license. **If additional time is required you must submit a written request for an extension of up to 20 days.** An extension of more than 20 days will be approved only under extraordinary circumstances.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

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

C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 3/03/97

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 5/31/97

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	H
2 GRANITE SERVICE, INC.	GIG HARBOR TEXACO 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	E F
3 HAGEN & NELSEN ENTERPRISES, IN	MARITIME MART (CHEVRON) 7102 STINSON GIG HARBOR WA 98325 0000	078669	E F
4 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	B C E F

MAR 5 1997