

GIG HARBOR  
CITY COUNCIL MEETING



March 24, 1997

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



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**March 24, 1997 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE / PROCLAMATIONS:**

1. Intermodal Surface Transportation Efficiency Act (ISTEA) - Senator Slade Gorton.

**OLD BUSINESS:**

1. Second Reading of Ordinance - Planning Commission Recommendation, Amendments to Zoning Code, Chapters 17.04 (Definitions) and 17.94 (Clearing and Grading.)
2. Second Reading of Ordinance - Planning Commission Recommendation, Amendments to Zoning Code, Chapter 17.45 (Employment District.)

**NEW BUSINESS:**

1. FEMA Agreement and Resolution.
2. First Reading of Ordinance - Amendments to Zoning Code, Chapter 17.04 and 17.72.030 (Definitions and Parking Standards Respective to Multi-family.)
3. Contract - Rent-to-Purchase Agreement for Minolta 5050 Copier.
4. Declaration of Surplus Property.

**MAYOR'S REPORT:** Sister City Update.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

**ANNOUNCEMENTS OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

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

**ADJOURN:**



**REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 10, 1997**

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

**PUBLIC COMMENT:** None.

**CALL TO ORDER:** 7:05 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the February 24, 1997 meeting as presented.  
Picinich/Owel - unanimously approved.

**CORRESPONDENCE/PROCLAMATIONS:**

1. Professional Fireworks - Display for the Year 2000. Mayor Wilbert spoke briefly on this proposal to provide a fireworks display for New Years, 2000.

**OLD BUSINESS:**

1. Second Reading - Westside Annexation Ordinance. Ray Gilmore presented the second reading of this ordinance finalizing the annexation of the Westside and explained it would be in effect five days after publication, on March 24th.

**MOTION:** Move to adopt Ordinance No. 751  
Markovich/Picinich - unanimously approved.

**NEW BUSINESS:**

1. Utility Extension Capacity Agreement - Pape & Sons. Mark Hoppen presented this request for one ERU of sewer service to a site on 96th Avenue. He added that Mr. Pape would be required by this contract to also connect to the City water service.

**MOTION:** Move we approve the sewer request of Mr. Pape with the understanding that he connect to city water.  
Picinich/Markovich - three voted in favor. Councilmember Platt voted against.

2. First Reading of Ordinance, Planning Commission Recommendation, Amendments to Zoning Code, Chapters 17.04 (Definitions) and 17.94 (Clearing and Grading). Ray Gilmore presented this ordinance amending Chapters 17.04 and 17.94 of the zoning code as recommended by the Planning Commission. He explained these amendments to clarify confusing language and correct omissions had come about at the recommendation of the City Council. He added that this would return at the next council meeting for a second reading.

3. First Reading of Ordinance. Planning Commission Recommendation, Amendments to Zoning Code, Chapter 17.45 (Employment District). Ray Gilmore presented this ordinance amending Chapter 17.45 of the zoning code. He gave an overview of the proposed changes recommended by the Planning Commission, primarily affecting the minimum yards and open space requirements in the ED district. He answered questions and the Mayor invited the public to speak.

Scott Wagner - 6507 27th Ave. NW. Mr. Wagner voiced his concerns about the 35' height limitation. He said he was considering purchasing a piece of property that would be affected by the height regulation and said that the limitation may prohibit him from attracting certain tenants.

Douglas Howe - 2025 1st Ave. Suite 730, Seattle. Mr. Howe spoke in favor of the amendments to the code. He said he felt that the 35' height limitation was quite adequate and that the other modifications were workable. He voiced strong support for adoption of the ordinance.

Walt Smit - 11302 Burnham Drive NW. Mr. Smith thanked the City Councilmembers and Ray Gilmore for the proposed amendments to the code. He too voiced strong support for the adoption of the ordinance.

4. Resolution - Proposed amendments to Fee Schedule Resolution. Ray Gilmore gave an overview of the rate changes and proposed that the fee schedule be adopted as an exhibit to the resolution to avoid confusion.

**MOTION:** Move to adopt Resolution No. 491, deleting section 5 - Radon Testing. Markovich/Picinich - unanimously approved.

5. Jerisich Dock Improvement Project - Consultant Services Contract. Wes Hill introduced this contract for the design and construction inspection for the dock improvements at Jerisich Park. He explained that although the amount was more than had been anticipated, Layton Sell, Inc. had reduced their fee from the original bid. Wes answered Councilmembers questions about the scope of the project.

**MOTION:** Move approval of the Consultant Service Contract with Layton Sell, Inc. P.S. in the not-to-exceed amount of thirty-five thousand four-hundred eighty-four dollars and no cents (\$35,484.00).

6. Amended Liquor License Assumption - Stockmarket Foods. No action taken.
7. Liquor License Renewals - Eagles, GH Texaco, Maritime Mart, and Tides Tavern. No action taken.

**MAYOR'S REPORT:**

Emergency Preparedness on the Fast Track. Mayor Wilbert gave a brief report on the meeting held by Dr. Mitrovich, Peninsula School District, regarding the problems arising from the winter storms. She explained that the importance of the KGHP-FM station was discussed and again asked Council to consider a contribution to the station. Councilmember Markovich said that in the past it had been unclear whether or not the city was allowed to contribute to the station, but since Legal Counsel had advised that it was appropriate, that he would be in favor of contributing.

**MOTION:** Move to donate \$400 to KGHP.  
Markovich/

Mark Hoppen offered to contact the appropriate persons to find out exactly what was needed and to bring back a proposal at the next council meeting. Councilmember Markovich withdrew his motion.

**COUNCIL COMMENTS:**

Earlier in the meeting, Councilmember Platt voiced his concern that the article in the Sunday News Tribune indicated that Mark Hoppen had spoken during a meeting with the Department of Transportation as a City of Gig Harbor Representative, without officially obtaining Council's direction or input.

Mr. Hoppen responded to this by explaining that during that particular meeting, for the first time, the alternative to bring a passenger ferry into the harbor was adequately defined. He added that the D.O.T. alternative clearly violated elements of the City's Comprehensive Land Use and Transportation Plan, and that he acted appropriately. He apologized that he hadn't spoken to the reporter after the meeting to clarify his intent, but said he felt that it was very important that this information was brought to the attention of the Stakeholder officials and the public before the EIS process began. He gave a detailed explanation of what the alternative entailed, and how it came to be included as an alternative solution to the current bridge traffic problems.

**STAFF REPORT:**

1. Chief Mitch Barker - GHPD. Chief Barker spoke briefly on the activities and statistics for February and gave a report on the progress of the hiring of new officers. He proposed the purchase of a stationary LED speed readout and radar unit. Carol Morris suggested that because this was not an agenda item, that it be brought back at the next council meeting for approval.
2. Ray Gilmore - Planning / Building Department. Mr. Gilmore gave a brief report on the Sign Forum held March 6th. He added that it seemed to go well and that the Planning Commission had scheduled another forum at their next regular meeting on the 20th to allow anyone who did not get an opportunity to speak to do so. He talked about the progress of the two annexations and the population census that would be upcoming.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Second Sign Code Forum - Thursday, March 20th - 6:00 p.m. at City Hall.

**APPROVAL OF BILLS**

**MOTION:** Move approval of checks #17430 through #17520 in the amount of \$63,410.07.  
Owel/Platt - unanimously approved.

**APPROVAL OF PAYROLL**

**MOTION:** Move approval of checks # 13767 through #13884 in the amount of \$200,999.82.  
Owel/Platt - unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to adjourn to Executive Session at 8:18 p.m. for approximately thirty minutes for the purpose of discussing litigation, potential litigation, and property acquisition.  
Picinich/Platt - unanimously approved.

**MOTION:** Move to return to regular session at 8:45 p.m.  
Picinich/Platt - unanimously approved.

**MOTION:** Move we authorize the Mayor to execute the settlement agreement as recommended with the correction of the date from March 10th to March 24th.  
Owel/Platt - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:48 p.m.  
Markovich/Platt - unanimously approved.

Cassette recorder utilized.  
Tape 453 Side B 186 - end.  
Tape 454 Side A 000 - end.  
Tape 454 Side B 000 - 338.

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Mayor

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City Administrator



SLADE GORTON  
WASHINGTON

730 HART SENATE OFFICE BUILDING  
(202) 224-3441

# United States Senate

WASHINGTON, DC 20510-4701

COMMITTEES:  
APPROPRIATIONS

BUDGET

COMMERCE, SCIENCE,  
AND TRANSPORTATION

INDIAN AFFAIRS

LABOR AND HUMAN RESOURCES

RECEIVED

March 14, 1997

MAR 20 1997

CITY OF GIG HARBOR

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

Dear Gretchen:

On December 18, 1991, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 was signed into law. This landmark legislation recognized the importance of a truly interconnected transportation system in which passenger and commercial vehicles, buses, railroads, and ships would provide a foundation for the Nation to compete in the global economy. I believe this legislation has been a tremendous success, especially in Washington state.

As ISTEA nears the end of its six-year lifespan, Congress is beginning to consider reauthorization alternatives of this legislation, and I need your help. While I believe ISTEA has given State and local governments more flexibility in determining transportation solutions, I want to hear how ISTEA has affected you.

Both the House Transportation and Infrastructure and the Senate Environment and Public Works Committees have begun to hold oversight hearings on the many facets of ISTEA reauthorization. Following these hearings, I have been told by my Senate colleagues that formulation of new ISTEA policy will be done during April and May, with the hope that a bill can be ready for action on the Senate floor following the Memorial Day holiday. Accordingly, in order to know how I can meet the transportation needs of Washington state in the context of the upcoming ISTEA debate in the Senate, I would very much appreciate if you could identify as many as three programs or components of ISTEA that you believe have worked well, as well as up to three aspects of ISTEA that you believe should be changed in the next ISTEA package.

Finally, Congressman Schuster, Chairman of the House Transportation and Infrastructure Committee, has indicated his intent to include highway demonstration projects in the House version of the ISTEA reauthorization. While it is unlikely the Senate bill will include demonstration projects, I need to know if your area has submitted a project for consideration in the House so that I can push for it in the Senate, if any projects are included in the final legislation. Feel free to send the information to my Washington, DC office or if you have any questions, please do not hesitate to call Trent Erickson of my DC staff (202-224-3441).

You will be pleased to know that the Washington state delegation is already meeting to ensure that Washington state is well-represented in this bill. To better meet the needs and demands of Washington state, however, I look forward to hearing your thoughts on this important legislation. Thank you in advance for your consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Slade Gorton", with a stylized flourish at the end.

SLADE GORTON  
United States Senator



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  
**SUBJECT:** Planning Commission Recommendation on Draft Ordinance Amending Chapters 17.04 (Definitions) and 17.94 (Clearing and Grading) -- First Reading of Ordinance  
**DATE:** March 20, 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 second and final reading of the ordinance. Staff recommends adoption of the ordinance.





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.

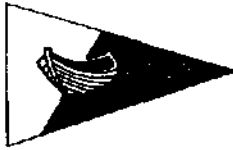
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

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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 20, 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 second and final reading of the ordinance. Staff recommends adoption of the ordinance.



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 ~~45~~ 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. The "Maritime City."*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: FEMA AGREEMENT AND RESOLUTION**  
**DATE: MARCH 20, 1997**

#### **INFORMATION/BACKGROUND**

Attached is the FEMA agreement and resolution which will permit the city to be reimburseed for storm damage as a consequence of this winter's storm.

#### **FISCAL CONSIDERATIONS**

See storm damage assessment attached. The agreement contains a \$1000 deductible.

#### **RECOMMENDATION**

Staff recommends Council's approval of the agreement, which requires the Mayor's signature. Also, staff requests that Council approve the attached resolution and that each council member sign the resolution per the state and federal process.



STATE OF WASHINGTON  
MILITARY DEPARTMENT  
EMERGENCY MANAGEMENT DIVISION

*PO Box 40955  
Olympia, WA 98504-0955  
Phone: (360) 459-9191 • FAX: (360) 923-4591*

March 4, 1997

Mr. Mark Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

RE: State No. MD-97-7358-417  
Disaster No. 1159-DR-WA  
Applicant City of Gig Harbor

Dear Mr. Hoppen:

Thank you for pursuing your eligibility for reimbursement for disaster recovery costs. Please find enclosed the following documents:

1. Copy of the Notice of Interest for your records.
2. Application, please fill in the unshaded boxes.
3. Applicant Agent form, you may use this form or submit a letter from the chief executive officer designating an agent.
4. Two copies of an agreement. Please complete and sign the right hand side of the last page of each agreement, including the federal tax identification number for your agency.
5. Copy of the Disaster Assistance Manual for your records.





Mr. Mark Hoppen  
March 4, 1997  
Page Two

After completion, please return the applicant agent resolution or letter, application and both agreements, by Friday, April 18, 1997 to the following address:

Attention: Donna J. Voss  
State of Washington Military Department  
Emergency Management Division  
Post Office Box 40955  
Olympia, Washington 98504-0955

A completed copy of each of these documents will be returned to you after the agreements are signed.

If you have any questions regarding the completion of these documents, please do not hesitate to contact me at either (360) 923-4577 or (360) 413-5233.

Sincerely,



Donna J. Voss  
State Public Assistance Officer

DJV:car

Enclosures

STATE OF WASHINGTON  
MILITARY DEPARTMENT  
STATE EMERGENCY MANAGEMENT  
AND

City of Gig Harbor

1.0 PARTIES TO THIS AGREEMENT

This agreement is made and entered into by and between the WASHINGTON MILITARY DEPARTMENT or its successor agency, hereinafter referred to as "DEPARTMENT", and the City of Gig Harbor hereinafter referred to as the "APPLICANT".

WHEREAS the DEPARTMENT is authorized by the 1997 FEMA-State Agreement for the 1996-97 Winter Storm Event to execute on behalf of the State of Washington all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, both parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by the DEPARTMENT. Under the authority of Presidential Major Disaster Declaration FEMA 1159-DR-WA, the DEPARTMENT is reimbursing the APPLICANT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of December 26, 1996 and continuing.

3.0 TIME OF PERFORMANCE

Activities payable under this agreement and to be performed by the APPLICANT under this agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of the DEPARTMENT to issue close-out instructions to the APPLICANT upon completion of the project(s).

5.0 FUNDING

The DEPARTMENT will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the APPLICANT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA 1159-DR-WA. It is understood that no final dollar figure is committed to at the time that this agreement is executed, but that financial commitments will be made by amendments to the project application as Damage Survey Reports are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, the Federal Emergency Management Agency will contribute 75 percent of the eligible costs for any eligible project and 100 percent of the administrative costs, as provided for in subsection 4 of Section 6.0. Pursuant to the FEMA-STATE AGREEMENT, the DEPARTMENT will commit the required 12.5 percent match to any eligible project for the APPLICANT which has been identified under the Presidential Major Disaster Declaration FEMA 1159-DR-WA.

The APPLICANT will commit the required 12.5 percent match to any eligible project for the APPLICANT which has been identified under the Presidential Major Disaster Declaration FEMA 1159-DR-WA.

## 6.0 PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and the state of Washington, shall issue payments to the APPLICANT in compliance with the Washington State Public Assistance Manual procedures as follows:

1. **Small project payments:** Payments are made for all small projects to the APPLICANT upon submission and approval of an A-19-1A Invoice Voucher to the DEPARTMENT.
2. **Progress Payments:** Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the APPLICANT upon submission and approval of an A-19-1A, Invoice Voucher from the APPLICANT to the DEPARTMENT.
3. **Final Payment:** Final payment will be made following submission by the APPLICANT on form DEM-001 (2/89), STATEMENT OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR FINANCIAL DISASTER ASSISTANCE upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditors Office or the United States Inspector General.
4. The APPLICANT is eligible to receive federal administrative moneys, upon completion and closure of the project, for the costs of requesting, obtaining, and administering the disaster assistance grant based upon the following percentages of total eligible costs:
  - For the first \$100,000 of eligible costs, three percent of such costs;
  - For the next \$900,000, two percent of such costs;
  - For the next \$4,000,000, one percent of such costs; and
  - For those costs over \$5,000,000, one-half percent of such costs.
5. All payment requests shall be made on an A-19-1A form, State of Washington, Invoice Voucher.
6. Funding shall not exceed the total federal and state contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA 1159-DR-WA.

## 7.0 RECORDS MAINTENANCE

The APPLICANT shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by DEPARTMENT personnel, other personnel duly authorized by the DEPARTMENT, the Office of the State

Auditor or the United States Inspector General. The APPLICANT will retain all books, records, documents, and other material relevant to this agreement for six years after the agreement is closed and the Office of the State Auditor, the United States Inspector General, or any persons duly authorized by the DEPARTMENT shall have full access to and the right to examine any of said materials during said period.

## 8.0 AUDITS

Audits shall be in accordance with the Single Audit Act of 1984. The APPLICANT is to procure audit services based on the following guidelines:

1. APPLICANT receiving less than \$25,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by the DEPARTMENT.
2. APPLICANT receiving \$25,000 to \$100,000 in total federal funds in a fiscal year may chose to have an audit made in accordance with the Office of Management and Budget's (OMB) Circular A-128 or a program audit.
3. APPLICANT receiving \$100,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular A-128.

As applicable, the APPLICANT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Government Auditing Standards developed by the Comptroller General, dated July 1988; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

The audit of the APPLICANT'S program shall be conducted by the Office of the State Auditor.

The APPLICANT must prepare a Schedule of Financial Assistance for federal funds that includes: grantor name, program name, federal catalog (CFDA) number, grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balance.

The APPLICANT shall maintain its records and accounts in such a way as to facilitate the DEPARTMENT'S audit requirements, and ensure that Subcontractors also maintain records which are auditable. The APPLICANT is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors. The DEPARTMENT reserves the right to recover from the APPLICANT disallowed costs resulting from the final audit.

The APPLICANT is responsible for sending the audit report to the DEPARTMENT'S Internal Audit Manager as soon as it is available, but no later than thirteen months after the end of the APPLICANT'S fiscal year. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The APPLICANT will respond to the DEPARTMENT'S requests for information or corrective action concerning audit issues within 30 days of the date of the request.

The APPLICANT shall include these requirements in any subcontracts.

## 9.0 RECOVERY OF FUNDS

In the event that the APPLICANT fails to complete the project(s), fails to expend or is over advanced federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to be owing to the state, the DEPARTMENT

reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the APPLICANT of agreement funds under this recovery provision shall occur within 30 days of demand. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this recovery provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney fees.

The APPLICANT shall be responsible for pursuing recovery of moneys paid under this agreement in providing disaster assistance against any party that might be liable, and further the APPLICANT shall cooperate in a reasonable manner with the state and the United States in efforts to recover expenditures under this agreement.

In the event the APPLICANT obtains recovery from a responsible party, the APPLICANT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The APPLICANT shall pay to the state the proportionate state and federal share of all project funds recovered in excess of costs of litigation.

#### 10.0 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the APPLICANT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain in interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this agreement.

The APPLICANT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

#### 11.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

#### 12.0 ASSIGNMENT

This Agreement, and any claim arising under this agreement, is not assignable or delegable by the APPLICANT either in whole or in part.

#### 13.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the APPLICANT subcontracts for engineering services, the APPLICANT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the APPLICANT for the benefit of the APPLICANT for not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The APPLICANT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

#### 14.0 AMENDMENTS

This agreement contains the terms and conditions agreed to by the DEPARTMENT and the APPLICANT. Any additional terms and conditions imposed by the Federal Emergency Management Agency or the DEPARTMENT will be incorporated into an amendment. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

#### 15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, Section 206.206, the APPLICANT may appeal any determination previously made related to the federal assistance for the APPLICANT. The APPLICANT'S appeal shall be made in writing and submitted to the DEPARTMENT within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the APPLICANT'S position.

Upon receipt of an APPLICANT'S appeal, the DEPARTMENT will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to the FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise the DEPARTMENT, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

#### 16.0 GOVERNING LAW AND VENUE

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington.

#### 17.0 SAVINGS

The DEPARTMENT may unilaterally terminate all or part of this agreement, may reduce its scope of work or decrease the percentage of matching costs, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this agreement.

#### 18.0 TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance of services rendered prior to the effective date of termination.

#### 19.0 WAIVERS

No conditions or provisions of this agreement can be waived unless approved by the DEPARTMENT in writing. The DEPARTMENT'S failure to insist upon strict performance of any provision of the agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this agreement.

## 20.0 INDEMNIFICATION

Each party shall protect and hold harmless the other party from and against all claims, suits or actions arising from any negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this agreement.

The APPLICANT, and its employees, contractor(s) and subcontractor(s) shall hold harmless the United States, and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the approved work, regardless of whether or not such claim, damage, loss or expense is caused entirely or in part by the United States.

## 21.0 APPLICANT ASSURANCES

In addition to the Terms and Conditions specified herein, the APPLICANT also agrees to the following assurances:

1. The APPLICANT hereby assures and certifies that they will comply with state and federal laws and regulations, including but not limited to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended; 44 CFR Part 13, 44 CFR Part 206, and the Washington State Public Assistance Manual dated January 1997. These regulations and requirements are hereby incorporated into this agreement by reference.
2. The emergency or disaster relief work for which federal or state assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
3. The APPLICANT will operate and maintain the facilities in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operations of such facilities
4. The APPLICANT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.
5. The APPLICANT will not enter into a contract with a contractor who is on the General Services Administration (GSA) Lists of Parties Excluded from Federal Procurement or Non-procurement Programs.
6. The APPLICANT will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
7. The APPLICANT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, religion, national origin, residence, marital status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 18.0 of this Agreement.
8. The APPLICANT shall utilize certified minority-owned and women-owned businesses (MWBES) to the maximum extent possible in the performance of this agreement.

9. The APPLICANT does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
10. Eligible private nonprofit organizations are required to obtain an independent audit in accordance with the Single Audit Act requirements. All costs of said audit are the responsibility of the private nonprofit organization. Additional funds beyond those provided in the administrative allowance are not available for payment of said audit. Eligible private nonprofit organizations must comply with the audit requirements of OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations.

## 22.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the APPLICANT. The APPLICANT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington harmless from any and all causes of action arising from the ownership and operation of the project.

## 23.0 ACKNOWLEDGEMENTS

The APPLICANT shall include language which acknowledges the funding contribution of the DEPARTMENT and the Federal Emergency Management Agency (FEMA) to this project in any release or other publication developed or modified for, or referring to, the project.

## 24.0 INSURANCE

The APPLICANT will comply with the insurance requirements of Public Law 93-288, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

## 25.0 SEVERABILITY

In the event any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

## 26.0 ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State statutes and regulations;
- b. Applicable approved Damage Survey Reports; and
- c. Any other provisions of the agreement whether incorporated by reference or otherwise.



27.0 AGREEMENT ADMINISTRATION

APPLICANT's representative shall be \_\_\_\_\_

The DEPARTMENT's representative shall be Donna J. Voss.

28.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the DEPARTMENT and the APPLICANT have executed this agreement as of the date and year written below.

\_\_\_\_\_  
Linda Burton-Ramsey, Director  
Emergency Management Division  
Washington Military Department

DATE: \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature  
Printed Name:  
Title:

DATE: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Willette S. Rowe  
Assistant Attorney General

DATE: 1/9/97

Emergency Management Division  
State of Washington Military Department  
Post Office Box 40955  
Olympia, Washington 98504-0955

(360) 923-4577

CFDA: 83.516

APPLICANT - PLEASE PRINT THE FOLLOWING TO EXPEDITE PROCESSING

Federal Tax ID No. (TIN): 91-6001435

Organization:

Address:

Phone:

DESIGNATION OF APPLICANT'S AGENT

RESOLUTION

Be it resolved by the City Council of The City of Gig Harbor  
(Governing Body) (Public Agency)

That Gretchen A. Wilbert, Mayor  
(Name) (Title)

is hereby authorized to execute for and in behalf of the City of Gig Harbor

\_\_\_\_\_, a public agency established under the laws of the state of Washington. The purpose of this designation is to be the authorized representative for obtaining federal and/or emergency or disaster assistance funds.

Passed and approved this 24th day of March, 1997

_____ (Signature)	<u>City Councilmember</u> (Title)
_____ (Signature)	<u>City Councilmember</u> (Title)
_____ (Signature)	<u>City Councilmember</u> (Title)
_____ (Signature)	<u>City Councilmember</u> (Title)
_____ (Signature)	<u>City Councilmember</u> (Title)

CERTIFICATION

I, Mark E. Hoppen, duly appointed and City Administrator  
(Name) (Title)

of The City of Gig Harbor, do hereby certify that the above is a true and correct copy  
(Public Agency)

of a resolution passed and approved by the City Council of The City of Gig Harbor  
(Governing Body) (Public Agency)

on the 24th day of March, 1997

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

\_\_\_\_\_  
(Official Position) (Signature)

**CITY OF GIG HARBOR  
STORM DAMAGE ASSESSMENT**

<b>WASTEWATER TREATMENT PLANT POWER OUTAGE</b>			
12/27/96 - 12/31/96	EMPLOYEE Overtime		\$ 5,415.53
12/27/96 - 12/31/96	TRUCK (Code #8531)	72 hrs. @ \$9.50	\$ 684.00
12/27/96 - 12/31/96	GENERATOR (Code #8204)	72 hrs. @ \$5.00	\$ 360.00
		<b>TOTAL</b>	<b>\$ 6,459.53</b>
<b>STORM DEBRIS CLEAN-UP</b>			
12/27/96 - 12/31/96	EMPLOYEE Overtime		\$ 2,332.24
12/27/96 - 01/31/97	TRUCK (Code #8524)	208 hrs. @ \$11.00	\$ 2,288.00
12/27/96 - 01/31/97	CHIPPER (Code #8082)	208 hrs. @ \$11.00	\$ 2,288.00
		<b>TOTAL</b>	<b>\$ 6,908.24</b>
<b>FENCE DAMAGE</b>			
<b>GRANDVIEW FOREST PARK</b>			
PUGET SOUND FENCE CO. (Verbal Quote)			\$ 600.00
<b>TOTAL ASSESSED DAMAGES</b>			<b>\$13,967.77</b>

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier: \_\_\_\_\_ State Number: \_\_\_\_\_  
Federal Disaster Number: FEMA 1159-DR-WA \_\_\_\_\_

Federal Catalog Number: 83.516 Title: Disaster Assistance

Declaration Date: January 17, 1997

Applicant's FEMA Project Application Number: \_\_\_\_\_

Legal Applicant Recipient:

Applicant's Name: THE CITY OF GIG HARBOR  
Street Address: 3105 JUDSON STREET  
Mailing Address: 3105 JUDSON STREET County: PIERCE  
City: GIG HARBOR State: WA Zip Code: 98335

Applicant Agent:

Name: Gretchen A. Wilbert  
Title: Mayor  
Signature: \_\_\_\_\_

Phone Numbers:

Work (206) 851-8136  
Fax (206) 851-8563  
Home (206) 858-2764  
Date: \_\_\_\_\_

Type of Applicant:

- A - State
- B - County
- C - City
- D - School District
- E - Special Purpose District
- F - Higher Educational Institution
- G - Indian Tribe
- H - Private NonProfit
- I - Other (Specify) \_\_\_\_\_

Enter Appropriate Letter C

Congressional District Number: 6th

State Legislative District Number: 26th

Governor's Authorized Representative:

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



*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: PLANNING STAFF**  
**SUBJECT: FIRST READING - ORDINANCE ADOPTING AMENDMENTS TO THE GIG HARBOR MUNICIPAL CODE (TITLE 17) AFFECTING DEFINITIONS (SECTION 17.04) AND PARKING STANDARDS (SECTION 17.72.030).**  
**DATE: MARCH 24, 1997**

### **INTRODUCTION/BACKGROUND**

The City's zoning code requires two off-street parking spaces per unit for both single family and multi-family housing. However, parking standards for housing differs from one jurisdiction to the next. Some will require more parking for single family units than for multi-family units regardless of unit size. Others will base the parking requirement on the number of bedrooms in the unit, assuming that larger units will house families with more drivers per household. Harborview East Investors, owners of the Harborview East apartments on Foster Avenue, have proposed an amendment to the City's multi-family housing parking standards which would bring them more in line with other jurisdictions' parking standards.

### **PUBLIC HEARING:**

A public hearing was held on the proposed amendments on February 27, 1997. Except for the applicant, no public comments were received.

### **POLICY CONSIDERATIONS:**

The current request is to reduce the City's parking requirements for multi-family housing units from the current 2 spaces per unit, to the following:

- 1 parking space for each studio apartment.
- 1.5 parking spaces for each one bedroom apartment.
- 2 parking spaces for apartments with 2 or more bedrooms.

This amendment requires that studio apartments be defined. It is therefore proposed to include the following definition of a studio apartment:

**17.04.780 Studio Apartment**  
"Studio Apartment" means a small apartment with one main living space, a small kitchen, a bathroom, and which does not have a designated bedroom area.



The planning staff believes that the current parking requirement for multi-family housing is excessive and has resulted in surplus parking in multi-family projects. The proposed parking reduction would reduce some of the surplus while also reducing the cost of multi-family housing. This is consistent with the housing element policies in the City's comprehensive plan.

**FISCAL CONSIDERATIONS**

No fiscal impacts are expected from this amendment.

**RECOMMENDATION:**

The staff and planning commission are recommending approval of the proposed text amendments. Resolution #3 which reflects the Planning Commission's findings and recommendation is attached for the Council's consideration. Also attached is a draft ordinance which adopts the proposed amendments. This is a first reading of the ordinance and no action is to be taken.

Project Planner: Steve Osguthorpe, AICP  
Associate Planner



Date: 3-14-97







City of Gig Harbor. The "Maritime City."

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

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**TO:** Planning Commission  
**FROM:** Planning Staff  
**DATE:** February 19, 1997

**RE:** Amendments to the City of Gig Harbor Zoning Code (Title 17) affecting definitions (Chapter 17.04) and parking standards (Section 17.72.030).

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**I. GENERAL INFORMATION**

**APPLICANT:** Harborview East Investors  
6191 20th St. East  
Fife, WA 98424  
Telephone: (206) 922-2740

**II. PROPERTY DESCRIPTION**

1. **Location:** All R-3 Zones throughout the City

**III. APPLICABLE LAND-USE POLICIES/CODES**

1. **Comprehensive Plan:**

Pg. 41

**Goal:** Encourage high density housing which maintains Gig Harbor's historic visual characteristic as a single family community.

Pg. 52

**Goal:** Support County-wide fair share housing allocations.

2. **Allow flexible zoning standards.** Consider flexible zoning standards which encourage innovative development of affordable housing units . . .



Pg.53

**Goal: Minimize direct costs of new housing construction.**

1. Minimize costs associate with land. Reduce housing costs associated with land through policy reform.

(c) Provide incentives for increased densities on residential lots or consider density based upon performance standards as opposed to maximum unit allowances.

2. Minimize high material costs. Identify ways to minimize the costs and volume of materials as suggested in the following examples:

(a) Allow and encourage designs which use the least amount of the more expensive materials.

**2. Zoning Ordinance:**

GHMC 17.24.020(A) states that duplexes and multiple-family dwellings up to eight attached dwellings units per structure are permitted.

GHMC 17.72.030(B) requires two off-street parking spaces for each multiple-family dwelling.

**IV. BACKGROUND INFORMATION:**

The City's zoning code requires two off-street parking spaces per unit for both single family and multi-family housing. However, parking standards for housing differs from one jurisdiction to the next. Some will require more parking for single family units than for multi-family units regardless of unit size. Others will base the parking requirement on the number of bedrooms in the unit, assuming that larger units will house families with more drivers per household. Some Cities multi-family parking regulations vary from district to district. The City of Tacoma, for example, requires anywhere from .75 parking spaces per unit in the C-3 district, to 1.5 parking spaces in the R-4-1 and PRD Districts. Pierce County requires one parking space per studio or 1-bedroom unit and 1.5 spaces for units of 2 or more bedrooms. It is significant that Pierce County's and Tacoma's highest requirement for structures of 4 dwellings units or greater is 1.5 parking spaces per unit, whereas the City requires 2 spaces per unit regardless of unit or structure size.

**V. REQUEST/PROJECT DESCRIPTION:**

The current request is to reduce the City's parking requirements for multi-family housing units from the Current 2 spaces per unit, to the following:



- 1 parking space for each studio apartment.
- 1.5 parking spaces for each one bedroom apartment.
- 2 parking spaces for apartments with 2 or more bedrooms.

This amendment requires that studio apartments be defined. It is therefore proposed to include the following definition of a studio apartment:

17.04.780 Studio Apartment  
"Studio Apartment" means a small apartment with one main living space, a small kitchen, and a bathroom.

#### **VI. PUBLIC NOTICE:**

Notice of the proposed text amendment was published in the Peninsula Gateway on February 12, 1997. To date, no public input has been received.


#### **VII. ANALYSIS:**

1. Planning Staff: The planning staff believes that the current parking requirement for multi-family housing is excessive and has resulted in surplus parking in multi-family projects. The proposed parking reduction would reduce some of the surplus while also reducing the cost of multi-family housing. This is consistent with the housing element policies in the City's comprehensive plan.
3. SEPA Responsible Official: The SEPA Responsible official issued a DNS on the proposed text amendment on February 19, 1997. Comments on the DNS must be submitted by no later than March 6, 1997.

#### **VIII. RECOMMENDATION:**

A draft resolution recommending to the City Council approval of the proposed text amendment is attached for the Planning Commission's consideration. Also attached is a draft ordinance approving the proposed changes which was sent to State agencies for their review.

Project Planner: Steve Osguthorpe, AICP  
Associate Planner

  
Date: Feb. 19, 97



**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 17.04 AND 17.72.030(B) OF THE CITY'S ZONING CODE TO DEFINE A STUDIO APARTMENT AND TO REDUCE THE REQUIRED PARKING FOR MULTI-FAMILY HOUSING.**

**WHEREAS**, GHMC Section 17.72.030(B) requires two off-street parking spaces for each multi-family housing unit, regardless of the size of each unit; and

**WHEREAS**, a request was received from Mr. John Wyse, Owner of a multi-family housing development in Gig Harbor, to amend the City's parking standards to reduce the required parking for multi-family housing City-wide; and,

**WHEREAS**, GHMC Section 17.100.040 establishes criteria for zoning text amendments which were addressed in a staff report dated February 19, 1997; and

**WHEREAS**, a public hearing was held on February 27, 1997, to receive public testimony on the proposed amendment; and,

**WHEREAS**, the Planning Commission has considered information contained in the staff report dated February 19, 1997 and input received at the public hearing; and,

**WHEREAS**, the Planning Commission has recommended approval of the proposed text amendment, as stated in Resolution # 3 of 1997 ; and

**WHEREAS**, the Gig Harbor City Council has reviewed the recommendation of the staff and Planning Commission; and,

**WHEREAS**, The City Council finds that the current parking requirements for multi-family housing result in more parking than necessary for smaller multi-family units; and,

**WHEREAS**, the City Council finds that excessive parking requirements increases the cost of housing and affects the ability of the City to assure affordable housing units; and,

**WHEREAS**, The Housing Element of the City's Comprehensive Plan includes specific goals to reduce the cost of housing including the provision of incentives to increase densities on residential lots, or to consider density based upon performance standards as opposed to maximum unit allowances (Comprehensive Plan pg. 53 & 54);





NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, ORDAINS that the Gig Harbor Municipal Code be amended to read as follows:

....

**17.04.780 Studio Apartment**

"Studio Apartment" means a small apartment with one main living space, a small kitchen, a bathroom, and which does not have a designated bedroom area.

....

17.72.030 Number of off-street parking spaces required.

The following is the number of off-street parking spaces required:

....

B. For multiple-family dwellings, ~~two off-street parking spaces for each multiple dwelling unit;~~

- 1 parking space for each studio apartment.
- 1.5 parking spaces for each one bedroom apartment.
- 2 parking spaces for apartments with 2 or more bedrooms.

....

PASSED this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
GRETCHEN A. WILBERT, MAYOR

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen, City Administrator

Filed with City Clerk:  
Ordinance Adopted:  
Date Published:  
Effective Date:





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

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** Planning Staff  
**SUBJ.:** Contract - Rent-to-Purchase Agreement for Minolta 5050 Copier  
**DATE:** March 20, 1997

### **Background/Summary**

The Planning and Building Services Department will soon be relocating to its new offices in the Bogue Building, at 3125 Judson Street. As you are no doubt aware, Planning-Building generates the most documents on an annual basis than any other department and this year appears to be no exception. The departments' need for a reliable, high capacity copier can be met with a copier system similar to what is currently used at City Hall. The department has requested informal quotes from three copier sources for the rental of a copier for the balance of this year. The informal quotes received are as follows:

**Pitney Bowes**                      Model C600 (Identical to Minolta 5050 but with a 60 cpm rate)  
1 year: \$710 per month + extra for 20-bin sorter with stapler  
Total Rental Obligation: \$9,300 (with sorter/stapler)  
Purchase option: \$13,784, less accrued rental credit of 60% maximum (7-12 months) = \$17,039

Model C450 (Similar to 5050, but less features)  
1 year: \$475 per month + extra for 20-bin sorter with stapler  
Total Rental Obligation: \$6,420 (with sorter/stapler)  
Purchase option: \$9,819, less accrued rental credit of 60% maximum (7-12 months) = \$12,066

**Minolta Systems**                      Model 5050 (Identical to Model 6000, but with a 50 cpm rate)  
9 mos: \$300 per month with a purchase option  
Total Rental Obligation: \$2,700  
Purchase Option (net invoice \$13,355.10) = \$16,055

**Ricoh Copiers**                      Base at \$700 per month for 12 month minimum obligation for a new copier.  
Used copiers available for \$350 - \$450 per month for 12 month minimum obligation.

### **Fiscal Impact**

The contract is for the rental of a Minolta 5050 copier, which is identical to what is currently used

at City Hall, but with a slightly lower copy rate. The total rental obligation is \$2,700 (for a nine month period) with an option to purchase at the end of the rental period for \$13,355.10. Compared to the Pitney-Bowes (C600, the most comparable), the rental obligation is significantly less and, should the purchase option be exercised, would be \$984 less.

**Recommendation**

Minolta Systems offers the best package for the cost. Legal staff has reviewed the contract and has requested several changes. These changes have been directed to David Myers at Minolta and a revised version of the contract will be presented to Council at the meeting. Staff recommends approval of the proposed rental contract for nine months with the purchase option, as approved by Legal staff.



MINOLTA

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

Attn: Mr. Ray Gilmore, Planning Director

This letter is to confirm the conditions of your rental/Cost per Copy agreement with Minolta Business Systems, Inc. Please note, these terms are a rental agreement of equipment. Upon written request, your agreement may be canceled in January of 1998 or 1999 wherein the city may elect to pay the complete amount and own the copier. This amount will be the value established for a contract of sale of the equipment to the city on the date shown.

The options are as follows:

	Payoff...	Payoff...
	<b><u>Option 1-Jan 98</u></b>	<b><u>Option 2: Jan 99</u></b>
EP5050 System	9 Months @ \$300	21 Months @ \$300
(w St207)	Net Invoice \$13,355.10	Net Invoice \$11,825.70
	Or 15 Pmts @ \$890.34	or 15 Pmts @ \$788.38

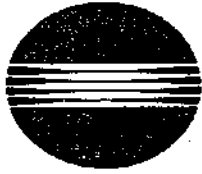
Please note that the net invoice is the amount due on or before January 31 of the respective year. A corresponding sales order will be written and dated for that month and can only be executed upon written notification of by the City.

Sincerely,

David A. Myers  
Account Representative  
Minolta Business Systems, Inc.



**SUPPLIER** ↘



**MINOLTA BUSINESS SYSTEMS**

Salesperson Myers Phone (206) 241-8870

AGREEMENT NO. \_\_\_\_\_

**TERM AND RENT** ↘

INITIAL TERM 9/15 MONTHS  
 MONTHLY RENTAL PAYMENT \$ 300/890.34  
 (PLUS APPLICABLE TAXES)

ADVANCE PAYMENT \$ 0  
 (PLUS APPLICABLE TAXES)  
 (TO BE APPLIED AS SECURITY DEPOSIT UNLESS OTHERWISE STATED.)

OTHER \_\_\_\_\_  
 (CHECK MUST ACCOMPANY LEASE)

**EQUIPMENT** ↘

DESCRIPTION	QUANTITY	MODEL NO.	EQUIPMENT
<u>EP5050 w/ 51207</u>			

EQUIPMENT LOCATION, IF OTHER THAN BILLING ADDRESS OF LESSEE  
UPON SATISFACTORY COMPLETION OF ALL TERMS AND CONDITIONS LESSEE WILL OWN EQUIPMENT

**LESSEE** ↘

City of Big Harbor  
 LESSEE (FULL LEGAL NAME)

BILLING ADDRESS  
Big Harbor WA 98335  
 CITY STATE ZIP  
 PHONE NO. 206 851-4278 DATED 3/31/97

**THIS AGREEMENT IS NOT CANCELABLE**

BY [Signature] AUTHORIZED SIGNATURE TITLE  
 PRINT NAME \_\_\_\_\_

**THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE ARE MADE A PART HEREOF**

**TERM AND CONDITIONS**

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor indicated on reverse.

**1. RENTAL ("AGREEMENT"):** We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code.

**TERM AND RENT:** The initial term shall commence on the day that any of the Equipment delivered to you (the Commencement Date). The installments of rent shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Lessee obligation to pay the rent and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counter-claim for any reason whatsoever.

**3. NO WARRANTIES:** We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement any warranties made by manufacturer or supplier to us. NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS AGREEMENT.

**GUARANTY**

To induce Lessor to enter into the within Rental Agreement, the undersigned (jointly and severally, if more than one) unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor under the Lease including without limitation every rental installment, the accelerated balance of rents, administrative charges, collection charges and interest. Lessor shall not be required to proceed against Lessee or the Equipment or to enforce any of its other remedies before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees, court costs and other expenses incurred by Lessor by reason of any default by Lessee. The undersigned waives notice of acceptance hereof and all the other notices or demands of any kind to which the undersigned may be entitled except demand for payment. The undersigned consents to any extensions of time or modification of amount of payment granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and/or guarantors without in any way releasing the undersigned's obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by your administrators, representatives, successors and assigns. Guarantor waives any right of subrogation, indemnity, reimbursement and contribution by Lessee. This Guaranty shall continue to be effective or reinstated, as applicable. If at any time payment of any part of the obligations under the Lease Agreement is rescinded or otherwise required to be returned by Lessor upon the insolvency, bankruptcy or reorganization of Lessee or upon the appointment of a receiver, trustee or similar officer for Lessee or its assets, all as though such payment to Lessor had not been made, regardless of whether Lessor contested the order requiring the return of such payment. This Guaranty may be enforced by or for the benefit of any assignee or successor of Lessor. Nothing shall discharge or satisfy the undersigned's liability except the full performance and payment of all of the Lessee's obligations to Lessor, with interest. **THE UNDERSIGNED CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF ANY LEASE, GUARANTY SETTLEMENT AGREEMENT, PROMISSORY NOTE OR OTHER ACCOMMODATION OR AGREEMENT WITH LESSOR. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST THE LESSEE AND/OR GUARANTORS MAY BE FILED IN NEW JERSEY AND THAT LESSEE AND/OR ANY OF THE GUARANTORS MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY.** Lessee and all Guarantors agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. Any legal action concerning this Rental Agreement shall be governed by and construed according to the laws of the state of New Jersey.

X \_\_\_\_\_ DATE  
 WITNESS SIGNATURE  
 PRINT NAME  
 X \_\_\_\_\_ DATE  
 WITNESS SIGNATURE  
 PRINT NAME

X \_\_\_\_\_ INDIVIDUALLY  
 GUARANTOR SIGNATURE  
 PRINT NAME DATE  
 X \_\_\_\_\_ INDIVIDUALLY  
 GUARANTOR SIGNATURE  
 PRINT NAME DATE

**TERMS AND CONDITIONS**

**4. OWNERSHIP, REDELIVERY AND RENEWAL:** We are the owner of the Equipment and have title to the Equipment. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and refiled and re-recorded and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement. You hereby waive any and all rights and remedies granted you by Section 2A-508 through 2A-522 of the Uniform Commercial Code. No more than one hundred eighty (180) days but not less than ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement you shall give us written notice of your intention to return the Equipment to us. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each at a periodic rent equal to 100% of the rent provided herein.

**5. MAINTENANCE, RISK OF LOSS AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay rent. You agree during the term of this Agreement, to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You agree to provide us certificates or other evidence of insurance. If you do not, you agree that we have the right but not the obligation to obtain such insurance, in which event you agree to pay us for all costs thereof.

**6. INDEMNITY:** We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and to defend us against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment.

**7. TAXES AND FEES:** You agree to pay when due or reimburse us for all taxes, fees, fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency.

**EQUIPMENT LOCATED IN VARIOUS STATES** is subject to sales tax laws which require that tax be paid up front. If you choose to pay this tax up front, you may include, with your security deposit or advance rental, your check for the current percent of tax applied to the cost of Equipment. If you do not include payment up front, you authorize us to advance the tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above.

**8. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.

**9. DEFAULT AND REMEDIES:** If you (a) fail to pay rent or any other payment hereunder when due; or (b) fail to perform any of the other terms, covenants or conditions of this Agreement after ten (10) days written notice; or (c) become insolvent or make an assignment for the benefit of creditors; or (d) a receiver, trustee, conservator or liquidator is appointed with or without your consent, you shall be in default under the Agreement and, we may, to the extent permitted by applicable law, exercise any one or more of the following remedies; (i) declare due, sue for and receive from you the sum of all rental payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the present value of (x) the sum of the rental payments for the unexpired term of this Agreement or any schedule hereto discounted at the rate of 6% per annum and (y) the anticipated value of the Equipment at the end of the initial term or applicable renewal term of the Agreement (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 6% per annum and upon recovery of the same in full, the Equipment shall become your property; (ii) to similarly accelerate the balances due under any other agreements between us; (iii) to take immediate possession of the Equipment, and to lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder; (iv) charge you interest on all monies due us from and after the date of default at the rate of one and one third percent (1-1/3%) per month until paid but in no event more than the maximum rate permitted by law; (v) require you to return all Equipment at your expense to a place reasonably designated by us; (vi) to charge you for all the expenses incurred in connection with the enforcement of any of our remedies including all costs of collection, reasonable attorney's fees and court costs. Whenever any payment is not made by you when due hereunder, you agree to pay us, not later than one month thereafter, as an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar for each such delayed payment, with a minimum of \$15.00, but only to the extent permitted by law. Such an amount shall be payable in addition to all amounts payable by you as a result of the exercise of any of the remedies provided herein. All our remedies are cumulative, are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default. We shall retain the sum set forth above as a Security Deposit, if applicable, for your performance of your obligations hereunder. Upon lawful termination of this Agreement, provided you are not in default, the Security Deposit, if applicable, shall be returned to you. No interest shall be paid upon said Security Deposit. In the event of default we may apply said Security Deposit to cure any default.

**10. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

**11. CONSENT TO JURISDICTION AND GOVERNING LAW:** YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN NEW JERSEY AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION AGAINST US. You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. However, nothing in this paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed according to the laws of the State of New Jersey.

**12. CUSTOMER P.D.:** You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of this Agreement.

**13. ENTIRE AGREEMENT:** This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

ACCEPTED BY

MINOLTA BUSINESS SYSTEMS, LESSOR  
500 NORTH FRANKLIN TURNPIKE • RAMSEY, NJ 07446

BY \_\_\_\_\_

TITLE

DATE



## Category 6 Rental Program

Pitney Bowes Model C600 Copier System

Category 6 System Includes:

Copier

Automatic Reversing Document Feeder

Duplexing

Large Capacity Paper Drawer

Stand

Electronic Accounting System

Rental Term	1 Year	2 Year	3 Year
Monthly Charge	\$710	\$672	\$635
Monthly Copy Allowance	40,000	40,000	40,000
Overage (per copy charge)	0.0095	0.0095	0.0095

Rental includes equipment, all service and chemical supplies

Optional Accessories:

Rental Term	1, 2, and 3 Year
20-Bin Sorter	\$44
20-Bin Sorter with Stapler	\$65
3,000 Sheet LCPT	\$26
Copy Audit System	\$5

## Category 6 Purchase Program

### Pitney Bowes Model C600 Copier System

#### Category 6 System Includes:

Copier  
Automatic Reversing Document Feeder  
Duplexing  
Large Capacity Paper Drawer  
Stand  
Electronic Accounting System

**Purchase Price \$11,634**  
(Delivery and Installation included)

#### Optional Accessories:

Description	Price
20-Bin sorter	\$1,433
20-Bin Sorter with Stapler	\$2,150
3,000 Sheet LCPT	\$843
Copy Audit System	\$161

90 day warranty includes all parts, labor and chemical supplies.

#### Annual Full Service Maintenance:

All parts, labor, parts replacement program and all chemical supplies.

Maintenance Program	Monthly Base Charge	Copy Allowance	Overage Charge
*0 Allowance Program	\$30	0	.0095
Basic Allowance Program	\$330	30,000	.0095
High Volume Program	500	70,000	.0071

\*No warranty period.

## Category 5 Rental Program

Pitney Bowes Model C450 Copier System

Category 5 System Includes:

Copier  
Automatic Reversing Document Feeder  
Duplexing  
Large Capacity Paper Drawer  
Stand  
Electronic Accounting System

Rental Term	1 Year	2 Year	3 Year
Monthly Charge	\$475	\$455	\$435
Monthly Copy Allowance	25,000	25,000	25,000
Overage (per copy charge)	0.01	0.01	0.01

Rental includes equipment, all service and chemical supplies

Optional Accessories:

Rental Term	1, 2, and 3 Year
20-Bin Sorter	\$38
20-Bin Sorter with Stapler	\$60
3,000 Sheet LCPT	\$26
Copy Audit System	\$5

## Category 5 Purchase Program

Pitney Bowes Model C450 Copier System

Category 5 System Includes:

Copier  
Automatic Reversing Document Feeder  
Duplexing  
Large Capacity Paper Drawer  
Stand  
Electronic Accounting System

**Purchase Price \$7,848**  
(Delivery and Installation included)

**Optional Accessories:**

Description	Price
20-Bin Sorter	\$1,253
20-Bin Sorter with Stapler	\$1,971
3,000 Sheet LCPT	\$843
Copy Audit System	\$161

90 day warranty includes all parts, labor and chemical supplies.

**Annual Full Service Maintenance:**

All parts, labor, parts replacement program and all chemical supplies.

Maintenance Program	Monthly Base Charge	Copy Allowance	Overage Charge
*0 Allowance Program	\$20	0	.0095
Basic Allowance Program	\$230	20,000	.01
High Volume Program	\$323	50,000	.0065

\*No warranty period.



*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: DECLARATION OF SURPLUS PROPERTY**  
**DATE: MARCH 19, 1997**

*Wes Hill*

#### **INTRODUCTION/BACKGROUND**

During the heavy winter storm of late December 1996/early January 1997, problems were experienced with the standby generator at Pump Station (PS) 10 located at the Forest Grove Apartments (west of Olympic Drive, south of 56th Street). PS-10 was constructed to serve the apartment complex in approximately 1991. It is not clear at this time what level of inspection, if any, was provided by City staff. However, the unit is a "package" pump station. Emergency power for this pump station was provided by a propane fueled generator. Over the years, City staff has encountered many problems with this pump station in terms of reliability, and along with the apartment management has received numerous complaints relative to noise and visibility.

Although staff is uncertain as to the exact cause of the malfunction; a power surge or failure of the automatic transfer switch (electric power to backup generator) is suspected as the cause of the smoke which was seen coming from the pump station during the storm when power was out in the area. A portable generator was brought in, and the defective automatic transfer switch was bypassed (the generator was operated manually) until power was restored.

After an initial evaluation confirmed the damage to be beyond the ability of staff to repair, and in consideration of the need to have backup power capabilities, the control panel and generator were inspected by the local service representatives for the respective manufacturers. The generator manufacturer's representative indicated that the unit did not conform with their standard installation, and that it appeared to have been "pieced" together. In addition, he suspected the initial fault was with the non-matched automatic transfer switch. The electrician surveying the automatic transfer switch suspected the fault had been with the backup generator. More critically, the vintage of the generator was determined by the representative to be considerably older than the installation. Parts for this unit were unavailable, replacements are not available for the "fried" circuit board, the estimated cost to further evaluate the transfer switch problem approached the price of a replacement, and the generator motor starter needed replacing with replacement parts apparently not being readily available.

Considering the City's experience with this unit, the need for reliable standby power, the lead time for a replacement unit, and the quoted cost for a comparable replacement generator and matched automatic transfer switch, it was determined that the best long-term solution was to install a diesel standby generator with a matched automatic transfer switch similar to those at most of the City's other pump stations. These have functioned reliably and with minimal service requirements for many years. The purchase will be the subject of separate correspondence.

**MAYOR WILBERT AND CITY COUNCIL**

**MARCH 19, 1997**

**Page 2**

Presently the propane generator (Gillette Manufacturing, Inc.) and Westinghouse automatic transfer switch are surplus to the needs of the City and no viable use for either is anticipated.

The trash pump is approximately 15-years old, needs a major overhaul, and is scheduled for replacement this year. It presently will not start. While the pump has seen considerable use; it does not have the capacity for anything other than small quantities, and requires manual operation and monitoring. It is inadequate as a bypass for any of the pump stations, and for operations assistance at the wastewater treatment plant.

In addition, this Department as part of its evolving long-term fleet management program, has been evaluating vehicles for potential trade or surplus as they approach either ten years or 100,000 miles, whichever is greater, and/or that are experiencing, or anticipated to need, extensive maintenance. The 1987, 4x4 1/2 ton Chevrolet pickup proposed to be declared surplus meets all of these criteria. A replacement pickup was budgeted for purchase this year.

**POLICY CONSIDERATIONS**

While the generator and transfer switch have little utility except potentially for parts, the pickup has residual value and potential utility for another agency, at a minimum. The trash pump may have some salvage value. State law requires that these items be declared surplus before they are offered for auction or sale. Assuming Council concurrence in the staff recommendation, the generator and transfer switch will be sold at public auction, and the trash pump and pickup truck will initially be advertised in the Association of Washington Cities (AWC) newsletter for surplus items. If a suitable offer(s) is (are) not received prior to this Fall, the pump and pickup will be disposed at a public auction. It is anticipated that there otherwise will not be a market for the pump (i.e., as trade-in on the new trash pump). Since the replacement pickup is being purchased through the annual State bid, a trade-in is not an option.

**FISCAL CONSIDERATIONS**

Any monies received for the generator and transfer switch will be used to defray the cost of the replacement generator and transfer switch. While not specifically factored into the budget, monies received for the trash pump and pickup truck will defray the purchase costs for the respective replacement units.

**RECOMMENDATION**

Staff recommends that the Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GIG HARBOR DECLARING CITY  
EQUIPMENT SURPLUS AND ELIGIBLE FOR SALE**

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

**WHEREAS**, the City may declare such equipment surplus and eligible for sale;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

1987, 4x4, 1/2-Ton, Chevrolet Pickup (approx. mileage 102,700-mi.), Serial No. 1GCGR24K8HJ155512.

Automatic Transfer Switch (Westinghouse, ATSBP).

16 KW, 120/240 V, Single Phase, Generator (Gillette Manufacturing, Inc., Model SP-200, Serial No. 0C-19-178) with 35-HP liquid-propane fueled engine (Ford Motor Co., Model VSG-411, 67 C.I.D.), and distributor (KATOLIGHT Corp., Model N20FGF3EASP, Serial No. 919-64).

QP Trash Pump

Model QP 40T S/N 40T-414, Multiquip, Inc., City Property #00016.

**RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

**APPROVED:**

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

**ATTEST / AUTHENTICATED:**

\_\_\_\_\_  
Mark Hoppen, City Administrator

Filed with the City Administrator:  
Passed by the City Council:





STANDBY GENERATOR/AUTO TRANSFER SWITCH DATA

Auto transfer switch mfr.: Westinghouse

Catalog No.: ATSBP

Shop order No.: 6T2842

Generator distributor: KATOLIGHT Corp.

Model: N20FGF3EASP

Type: OC-19-178

Serial No.: 919-64

Watts: 16000

Volts A.C.: 120/240

Amperege: 66.66

Phase/Hz: 1/60

RPM: 3600

Generator mfr.: Gillette Mfg. Inc.

Model No.: SP-200

Serial No.: OC-19-178

Engine mfr.: Ford Motor Co.

Model No.: VSG-411, 67 CID

HP: 35

Fuel: Liquid propane gas

Fuel consumption (based on LP vapor @ 21,000 BTU/lb fuel)

15 lb/hr. (approx. 130 cu. ft./hr.) @ full load

approx. 90 cu. ft./hr @ 1/2 load

Inlet pressure to secondary regulation = 4-6 PSI

Vapor pressure  
Crank case oil capacity  
Liquid cooling capacity

3.5 quarts

15.0 quarts



Passenger Cars and 30 Series Trucks  
Pre-Delivery Inspection Procedure

C-20  
1987

PRELIMINARY PROCEDURES

Vehicle Ident No. 16CGR24K8HJ1SSS12  
 Engine Number Y0421FL  
 Transmission Number 87LTA32395  
 Axle Number 6UM81061

Delivering Dealer Cap Chow CODE 1987D  
 City 9 State 12  
 Dealer Stock No. 2-0438 Repair Order No.

OK NEEDS CORRECTION CHECK BOXES COMPLETED BELOW AS NEEDED

- Adjust tire pressure to specifications (including spare).
- Install license brackets, wheel covers, trim rings, etc.
- Install shipped parts for standard and optional accessories.

CHECK, INSPECT AND PERFORM THE FOLLOWING OPERATIONS

UNDER HOOD

- Check Engine Compartment for components which may be loose; kinked or pinched vacuum hoses or electrical connections, and for any other missing or disconnected components.
- Check to assure that hoses and electrical wires are properly routed to provide sufficient clearance with adjacent moving or hot parts.
- Observe the movement or freeness of movement of linkage, valves and other components.
- Check for unusual noises within the engine compartment.
- Visually inspect for seepage and leaks at hoses and pipe connections, seals, gaskets and plugs. Tighten clamps and connectors as necessary.
- Check power steering gear, lines and hoses for leaks and clearance with adjacent panels, moving or hot parts. Tighten clamps and connectors as necessary.
- Test engine coolant protection.
- Check all fluid levels — Add as required.
- Check battery test indicator (green dot should be visible).
- Check throttle linkage for freeness at wide open and closed throttle.
- Adjust Belt Tension (Diesel only).

ROAD TEST

ROADTEST ON A ROUTE WITH ROAD CONDITIONS PERMITTING THE PROPER EVALUATION OF SQUEAKS AND RATTLES. DURING THIS TEST, CHECK THE FOLLOWING ITEMS FOR PROPER OPERATION AND FUNCTION:

- Seat Belts
- Neutral Switch
- Clutch Free Travel
- Horn(s)
- Wind Noise
- Options and Accessories
- Steering Column Ignition Lock
- Instruments and Gages
- Throttle Controls for Free Operations
- Steering (wheel center position and handling)
- Brakes (includes parking brake and warning light)
- Heater and Air Conditioning
- Cruise Control

Operation of Windshield Wiper and Washer for Pattern, Speed, and Parking Position (Includes aim washer if necessary). Engine and Transmission performance During Acceleration, Deceleration, Idle, Cruise and Downshifts.  
 Squeaks and Rattles—Correct Minor Ones Which Can Be Eliminated By Tightening Of Loose Nuts Or Bolts, Or By Applying Lubri-cant.

UNDER VEHICLE

- VISUALLY INSPECT: Vehicle undercarriage for damage, cross-threaded, loose and/or missing fasteners such as bolts, nuts, cotter keys, etc. — tighten as necessary.
  - Steering gear and linkage
  - Proper Tie Rod Clamp Position
  - Exhaust System for Proper Alignment and Clearance
  - Front and Rear Suspension
  - Drive Shaft or Front Drive Axles
- CHECK FOR LEAKS: Visually inspect for seepage and leaks at all hose and pipe connections, seals, gaskets and plugs. Check hose clamps for position, fuel, transmission and brake lines for routing and clip retention and clearance with adjacent moving or hot parts. Tighten clamps, couplings and connectors as necessary.
  - Engine and Cooling System
  - Brake System
  - Fuel System
  - Transmission and Cooler
  - Steering Gear
  - Check axle and manual transmission lube level — Add as required

BODY/CHASSIS — Check:

- Operation of hood, doors, door glass, decklid, all locks, latches and keys, and adjust all door strikers, latches, and rubber bumpers as necessary.

CHECK OPERATION OF ALL INSIDE AND OUTSIDE LIGHTS:

- Headlights Operation and Aim (Correct as necessary to conform with local specifications)
- Back-Up Lights
- Parking Lights
- Hazard Warning Lights
- License Plate Lights
- Stop Lights
- Tail Lights
- Directional Lights
- Side Marker Lights
- Instrument Panel Lights (Includes all warning lights)
- Dome and Courtesy Lights

CHECK OPERATION OF ALL STANDARD AND OPTIONAL ACCESSORIES, such as:

- Outside Mirrors
- Power/Reclining Seats
- Tilt and/or T&T Steering Wheel
- Radio, Speakers, Trim Antenna
- Stereo Tape Player
- Cigar Lighter(s)
- Clock (set time)
- Map, Trunk and Hood Lights
- Rear Window Defogger
- Tone Generator and Warning Buzzer(s)
- Electric Trunk Release
- Operation of Convertible Top
- Operation of Sun Roof

Above Services Performed By Jim Brouse Technician or Supervisor

APPEARANCE

INSPECT CONDITION AND PERFORM DETAIL OPERATION

- Remove exterior protective shipping materials
- Wash Vehicle
- CHECK FOR PROPER ASSEMBLY, FIT AND RETENTION OF PARTS AND COMPONENTS, such as:
  - Bumpers
  - Moldings
  - Grille
  - Sill Plates
  - Emblems

EXTERIOR FINISH

Detail Clean Up — Remove overspray, cement, weatherstrip sealer, etc.  
 Touch-Up — Chipped paint (brush or aerosol spray)  
 Hand Polish — Minor paint imperfections by wet sanding with 600-Grit paper or hand compounding.  
 Keys — Remove key number slugs from door and ignition keys and place with spare keys.

INTERIOR TRIM AND CARPETS — Remove Protective Coverings, Clean As Required, Inspect:

- Instrument Panel
- Carpet
- Interior Moldings and Hard Trim for Fit, Overspray, Polish, Sealer and Adhesive, Clean As Required, Trunk Trim.
- Visor
- Door Trim Panels
- Kick Pads
- Console
- Seats
- Headliner

Above Services Performed By \_\_\_\_\_ Technician or Supervisor



## MAYOR'S REPORT

March 24, 1997

### SISTER CITY UPDATE

It was about three years ago the third grade class at Discovery Elementary School initiated a Sister City/Pen Pal relationship between Gig Harbor and the City of Poronysk in Russia. That program is still healthy due to the effort and dedication of Discovery teacher Carol Olsen Dick who has stepped in to carry on the leadership role.

More recently the city had a visit from Mr. Joe Kosai of Tacoma who brought with him several visitors, including present and former mayors from the City of Takuma in Japan. Their desire is to establish a Sister City relationship with Gig Harbor. Nancy and John Picinich carried that request into the school. John will report to us on their program and progress.

Last month when Bill and I were on a volunteer optometric Lions Club mission into the high plateau central Mexico Tri-city area of Torreon, Gomez Palacio and Lerdo someone mentioned there was a lady mayor in our group.

The next day I received an invitation to visit and tour the city of Lerdo and meet their government staff and Lady Mayor - Lady Mayors are rare in Mexico I understand. Much to my surprise Presidente Lic. Ma. del Rosario Castro Lozano, through her interpreter, asked if it would be possible to establish a Sister City relationship. I told her I would bring the idea back to Gig Harbor. I also suggested the program should be focused toward the English//Spanish language/programs in our schools. I plan to present this idea to the Spanish teachers in the high schools.

Our school district recently heard how important bilingual education is going to be as our students try to find employment into the 21st century. The pen pal idea is all I'm thinking about at this time. I am not thinking about involving the official Sister City organization.

Lerdo is basically an old residential community of 100,000 persons. A local Lion told me "folks who wish to live in a quiet city choose Lerdo." Gomez and Torreon are the hi-tech industrial, commercial and very advanced agricultural centers. The only "poor people" we saw were up in the mountains. Education is important. However, English is not taught in the public schools, only in the private schools. Very few people speak English. They are in need of English teachers.

This Tri-city area of about 2 million people seems to have jobs for everyone. Tourism is practically unheard of. We were the only "gringo's" in town except for a bus load of Germans we saw having dinner at the Palacio Real Hotel Saturday, February 15. They were soon gone.

We were in the area for 8 days and met many warm, friendly and well educated professionals. The culture of the Mexicans in this area of Mexico is very different from any other area where we have visited. I have not found an American who has even heard of this Tri-city area let alone know its location. That may be its one drawback for exchange visits. Travel arrangements are a

challenge.

However, the exceptional experience one enjoys in this part of Mexico could be the very reason to accept the many invitations for us to return.

**AN ADDITIONAL CONSIDERATION:**

Everytime these visitors appear on our doorstep or I appear on theirs I am presented with gifts and feel the need to reciprocate. The only thing we can think of to share with them would be the pewter 50th anniversary ornament. Salmon would also be appropriate. Our hotel/motel tax which is earmarked for tourism could be used for the purchases - Any ideas you might have are welcome.