

GIG HARBOR CITY COUNCIL MEETING



June 10, 1996

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
June 10, 1996 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Urban Forestry Grant.

OLD BUSINESS:

1. Acceptance of Water Franchise No. 3.
2. Purdy Shopping Center Sewer Request.

NEW BUSINESS:

1. Outside Utility Request - P & T Partnership.
2. Proposed Amendment to Chapter 13.34 - Water and Sewer Service Outside City Limits.
3. First Reading of Ordinances - Planning Commission Recommendation - Amendments to City Codes, Wetlands Management, Critical Areas, Definitions, and General Clean-up.
4. SPR 96-01, Wesley Inn of Gig Harbor - Site Plan Approval for 90-Room Hotel.
5. SUB 94-01 (PUD) Request for Revision of PUD - Fence Height.
6. First Reading of Ordinance - Street Vacations.
7. Change Order No. 3 - Wastewater Treatment Plant.
8. Bid Award - Pavement Replacement on Pioneer Way.

MAYOR'S REPORT: 50th Anniversary Celebration Update.

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: For the purpose of discussing claims.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MAY 28, 1996

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

PUBLIC COMMENT / DISCUSSION: None.

CALL TO ORDER: 7:04 p.m.

MAYOR'S REPORT:

More Thinking on Parks. Mayor Wilbert explained that she had invited several ex-Councilmembers and Mayors that had been involved in the naming of the parks to attend the council meeting this evening. She added that although the five people she had invited had not been able to attend, she had received a letter from one, and had spoken to several others. She said that Dean Mullen had suggested adding the words "at Crescent Creek" to the City Park name. She read the letter from Rosemary Ross suggesting that Green Park be renamed Grandview Forest or Grandview Park, and out of tribute to the Jerisich family, the Jerisich Park name remain the same. She also suggested it would be appropriate to add "at Crescent Creek" to the City Park name. Mayor Wilbert said she had spoken to former Mayor, Ruth Bogue, who said she was not involved when the parks were named, but she would like to see the park names reflect their locations.

Mayor Wilbert read a list of names that had been suggested for renaming the three parks, and asked Councilmembers to consider these and to think about the naming of future parks.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the May 13, 1996 meeting as presented.
Ekberg/Picinich - unanimously approved. Councilmember Owel abstained.

CORRESPONDENCE / PROCLAMATIONS:

1. **Blessing of the Fleet - June 2nd.** Mayor Wilbert announced that this event would be held at 3:00 on June 2nd, and that the police department would assure that the processional would be a safe one.

OLD BUSINESS:

1. **Resolution No. 470 - Approving SPR 95-05, Soundview Office.** Ray Gilmore presented this resolution reflecting Council's recommendation at the last meeting. He added that the changes had been reviewed by legal counsel and approved.

MOTION: Move we approve Resolution No. 470 as presented at the last meeting of May 13th.
Picinich/Markovich - unanimously approved. Councilmember Owel abstained.

2. Resolution No. 471 - Facts and Findings for Arabella's Landing. Ray Gilmore presented this resolution reflecting the Council's action on denial of the site plan, number SPR95-02 for Arabella's Landing proposed expansion. He added that this also had been reviewed and approved by legal counsel. Councilmember Markovich suggested adding the work "application" to two places in the resolution for clarification.

MOTION: Move to approve Resolution No. 471 with those two corrections.
Markovich/Ekberg - unanimously approved. Councilmember Owel abstained.

3. Second Reading - Ordinance for Proposed Amendments to City Environmental Policy. Ray Gilmore presented the second reading of this ordinance reflecting changes brought about by the Regulatory Reform Act of 1995 and to update the environmental policies in the City's code.

MOTION: Move to adopt Ordinance No. 721.
Markovich/Picinich - unanimously approved. Councilmember Owel abstained.

4. Acceptance of Water Franchise No. 3. Mark Hoppen presented this standard contract extending the franchise in the City's water service area. He added that the franchise represented an attempt to encompass the entire water service area in one franchise rather than requesting several smaller franchise agreements.

MOTION: Move for acceptance of Water Franchise No. 3.
Picinich/Markovich -

Carol Morris, legal counsel, asked Council to be aware that there was a reopener clause in the contract that would allow the County to change the terms of the franchise at any time for any reason, on any conditions that they desire. She added that she had not seen a term like this in contract before. Mr. Hoppen explained that this was standard language for the County, and that they may have included this clause for flexibility. He added that he did not think the language was negotiable. After discussion, Council directed Mr. Hoppen to contact the County and ask for clarification on the reason the reopener clause was in the contract and whether they would amend the contract to either exclude the language, or to limit the reopener clause to specific conditions. This item was tabled until the next council meeting.

5. Financial Information - Jim Richardson. Mark Hoppen presented the financial information from Mr. Richardson that Council had requested at their last meeting. He added that the division of the loan would be done through escrow, and that the construction on the house would be completed before the loan was concluded. He said that the dollar amount proposed to be paid to the City was not the total amount listed in the judicial lien. He explained the City had the option to accept the amount listed and to forgive the balance of the judicial lien,

or to not accept the amount, which would most probably result in foreclosure on the property. He added that the City was one of the last listed on the lien, and probably would not receive any funds if the property foreclosed.

Councilmember Markovich said that he did not see any reason to forgive any amount of the judgement, and that he had a third option. He suggested that the City accept the \$17,050.00 listed in the loan breakdown, and to subordinate the balance of the lien to the other lienholder. In the event that Mr. Richardson were to sell the property, the City would then receive the balance of the judgement, with interest. Councilmembers Platt and Ekberg both agreed with Councilmember Markovich regarding not forgiving the balance of the judgement. The following motion was made.

MOTION: Move that in consideration of the receipt on closing of this loan of \$17,050.00, that the City of Gig Harbor subordinate the remainder of the balance of the judgement to the first lien position of Hallmark Mortgage Company with continued interest on the judgement to accrue at the statutory rate, until the full amount is paid.
Markovich/Platt - four voted in favor. Councilmember Owel abstained.

Mark Hoppen pointed out that changing the terms of the judgement would incur additional legal fees. Councilmember Markovich said that Mr. Richardson could provide for that.

NEW BUSINESS:

1. Request for Time Extension on Shoreline Management Permit - SDP 92-04 Darrah. Ray Gilmore presented this request by the Darrah's attorney, Mr. Kerry Bucklin, for a one-year time extension to complete the project approved in May of 1993. He gave a brief history of the conditions that were to be met and what remained of the conditions. He explained that a two-year permit had been issued instead of a five-year permit because the process on this property had gone on so long previous to the application, and that there had been ample time to comply.

Councilmember Markovich said he was on the Council at the time this permit was issued, and remembered how many years before that the City had been dealing with these issues on this property, and that he personally would not want the extension to be granted. He added that there was still time for a new Shoreline application. He said that the application by Mr. Philpot that was currently before Council was an independent issue. Councilmember Picinich agreed.

MOTION: Move we deny the request for a one-year extension on SDP92-04.
Picinich/Platt - unanimously approved.

Mrs. Darrah asked if this would affect their DNR lease, as they have a buyer for the property pending and wondered about the negative impact on their sale. Mr. Gilmore explained that that was a legal

issue that would have to be taken to an attorney.

COUNCIL COMMENTS:

Councilmember Picinich said he had remembered the City Park being called Crescent Valley Park. Mayor Wilbert told him that that was the original name. He said it would be appropriate to add the words "at Crescent Creek" to the end of the City Park name.

Councilmember Ekberg said that if the Council was going to start renaming parks, a policy might need to be established, similar to the one in place to name city streets. After discussion of the proposed names in the Mayor's report, the following motion was made.

MOTION: Move we rename our City Parks as follows: Grandview Forest Park; Jerisich Park & Dock; and City Park at Crescent Creek.
Markovich/Picinich - unanimously approved.

Mr. Hoppen added that the park signs at City Park and Jerisich were fairly new and quite expensive, and that money for new signs had not been budgeted. Councilmember Ekberg pointed out that the only substantial change was the Grandview Forest Park, and that changing the other signs could be done at a later date, when the funds were budgeted for.

STAFF REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Parking Issues Workshop - Monday, June 3rd, 7:00 p.m. at City Hall.
2. Anchorage Park Meeting - Tuesday, June 18th, at City Hall at 10:00 a.m.

APPROVAL OF BILLS:

MOTION: Move approval of checks #15966 through #16037 in the amount of \$42,775.48.
Owel/Ekberg - unanimously approved.

EXECUTIVE SESSION: Canceled.

ADJOURN:

MOTION: Move to adjourn at 8:00 p.m.
Platt/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 427 - Side A 032 - end.

Tape 427 - Side B 000 - 370.

Mayor

City Administrator



Jennifer M. Belcher
Commissioner of Public Lands

May 21, 1996

MAY 31 1996

OFFICE OF THE COMMISSIONER

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

Dear Mayor Wilbert:

Congratulations! We have decided to fund your urban forestry proposal. We're impressed with your intent to involve a broad range of people in managing your community's natural resources.

Your accepted project is a "one year" "Special Project" and will be completed by June 15, 1997. It will include planting trees on city easements and in city park spaces with the help of various community groups and the coordination of Public Works.

The primary objective of this grant program is to bring together all elements of your local community in order to plan and implement urban-related forestry projects. It's our hope that when many segments of a community are involved in planning, the result is a stronger, more self-sufficient program.

Within a month, the Department's program staff will draw up a contract and may call you with questions. Please don't start your project until you have a signed, written agreement. If you have any questions, please call Tish Carr at (206) 902-1703.

We want to be involved in your project and assist with whatever expertise we can. We look forward to working with you in what we know will be a success.

Sincerely,

JENNIFER M. BELCHER
Commissioner of Public Lands

JB:tcj

Department of Natural Resources
Olympia, Washington 98504-7000
(360) 902-1000



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: ACCEPTANCE OF WATER FRANCHISE #3
DATE: MAY 15, 1996

INFORMATION/BACKGROUND

In order to place utility lines in Pierce County easements within our service areas, the City of Gig Harbor requires formal Pierce County authorization. This authorization is granted in the form of a 25 year "franchise agreement", a contract between the city and county which defines the city's rights and obligations in the utilization of county easements. The particular franchise agreement for approval, Supplemental [water] Franchise #3, defines the remainder of county area not within the city's previous *water* franchises that lies within the city's future water service areas.

The city already possesses sewer franchises from Pierce County that cover the entire UGA. Water franchises, dating back to 1983, are similar or identical to the one proposed. Page 9 of Exhibit A shows that the word "ordinance" has been added to the page in the line "...or County regulation, ordinance or right-of-way regulation, the only change to language in this paragraph since 1983. Pipeline companies, the City of Tacoma, and all recent franchisees have agreed to this standard Pierce County language.

POLICY CONSIDERATION

Previous water franchises were not adequate to include the entire defined service area for the city. With the additions of the Fire District #5 and Torrens water extensions along Bujacich Drive and Sehmel Road, it was necessary to add to the city's franchised area for water. It made little sense to piece these additions on to the city's service area, so one comprehensive addition was submitted that covers the entire future service area.

In some places, the franchise covers a little more area than the service area or extends beyond the UGA boundary. The city is prohibited from extending beyond both boundaries except in limited emergency situations. The discrepancy between the city's water boundaries and the attached franchise map is strictly due to mapping convenience (i.e. the most convenient parcel-related boundary description).

Principally, Supplemental Franchise #3 will keep the city from paying piecemeal fees to Pierce County ad infinitum and from having increasingly numerous water franchise files.

Public Hearings on this franchise have already been held by Pierce County. This franchise is presented to Council for contractual approval. The franchise is absolutely necessary if the city desires in the future to construct lines outside city boundaries in areas not previously franchised.

FISCAL CONSIDERATIONS

The city will be billed by Pierce County for publication charges for the Notice of Public Hearing and recording fees pertaining to this franchise.

RECOMMENDATION

The language in the franchise is oriented toward protecting the interests of Pierce County, but this language is standard franchise language for Pierce County, and is the only language we will be offered. Staff recommends signing the agreement as presented. The window for acceptance of this agreement is limited to 30 days from May 18, 1996. This is the last Council Meeting available for approval, unless we want to begin the lengthy Pierce County hearings process over again and pay additional fees for notice publication.

**Pierce County****Public Works and Utilities****JOHN O. TRENT, P.E.**
Director**Transportation Services**2401 South 35th Street, Room 150
Tacoma, Washington 98409-7485
(206) 591-7250 • FAX (206) 596-2740

June 6, 1996

Mark Hoppen, City Administrator
City of Gig Harbor
3105 Judson Street
PO Box 145
Gig Harbor, WA 98335

Re: Supplemental Franchise No. 3

Dear Mr. ~~Hoppen~~ ^{Mark}:

In response to your inquiry regarding "reopener" requirements contained in the franchise agreements, the Deputy Prosecuting Attorney will not be able to respond immediately to your issues.

However, I will address the issue as I understand it. To the best of my knowledge, conditions contained in the proposal are consistent with all new or supplemental franchise requests. As we discussed, the "reopener" clause is intended to provide a method to incorporate regulatory issues. The County Council has approved the conditions and included it in numerous supplemental franchises that have been approved.

The County Council has authority over franchise activity. They conduct public meetings for all franchises and rely on legal counsel for all proposed modifications.

Please contact me if I can be of further assistance.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John O. Trent".

JOHN O. TRENT, P.E.
Public Works and Utilities Director

JOT:ah

cc: William L. Hess, Deputy Prosecuting Attorney
Bob Snyder, Right-of-Way Agent
file

PC6:\F\AWFILES\WORDPROC\HOPPEN.LTR



1 FILE NO. 81

PROPOSAL NO. 96-28

2
3 Sponsored By: Councilmember Ken Madsen

4 Requested By: County Executive/Public Works & Utilities Department

5
6 **ORDINANCE NO. 96-28**

7 **AN ORDINANCE OF THE PIERCE COUNTY COUNCIL GRANTING SUPPLEMENTAL**
8 **FRANCHISE NO. 3 TO THE CITY OF GIG HARBOR, A MUNICIPAL**
9 **CORPORATION, FOR LOCATION OF WATER PIPELINES ON CERTAIN**
10 **COUNTY RIGHTS-OF-WAY; AND AUTHORIZING THE COUNTY**
11 **EXECUTIVE TO EXECUTE SAID FRANCHISE AGREEMENT.**

12 WHEREAS, the City of Gig Harbor, a municipal corporation, State
13 of Washington, has applied for non-exclusive Supplemental Franchise
14 No. 3 to construct, operate, and maintain a water pipeline system in,
15 upon, across, under, along, and over certain County roads, highways,
16 and other County properties in Pierce County, Washington, as
17 hereinafter set forth; and

18 WHEREAS, said application came on regularly for hearing before
19 the Pierce County Council on the date set forth below under the
20 provisions of Chapter 36.55 State of Session Laws of 1937; and

21
22 WHEREAS, it appears to the Council that notice of said hearing
23 has been duly given as required by law and that it is in the public
24 interest to grant Supplemental Franchise No. 3; NOW, THEREFORE,
25
26
27
28

2
3 BE IT ORDAINED by the Council of Pierce County;

4
5 Section 1. Supplemental Franchise No. 3, a copy of which is
6 attached hereto and identified as Exhibit "A", and by reference
7 incorporated herein, is hereby given and granted to the City of Gig
8 Harbor, a municipal corporation, State of Washington, hereinafter
9 referred to as the Grantee, to construct, operate, and maintain a
10 water pipeline system in, across, under, upon, along, and over those
11 certain County roads, highways, and County property in Pierce County,
12 Washington, described in said Supplemental Franchise No. 3.

13
14 Section 2. Supplemental Franchise No. 3 is granted for 25 years
15 from and after March 22, 1977, the date of the granting of the
16 original Franchise to Grantee.

17
18 Section 3. This Supplemental Franchise No. 3 is granted on the
19 express condition that Pierce County may unilaterally at any time
20 upon ninety days written notice to the Grantee change, amend, modify,
21 or amplify this Supplemental Franchise to conform to any state
22 statute, order of the Washington Utilities and Transportation
23 Commission, or County regulation, ordinance, or right-of-way
24 regulation, as may hereafter be enacted, adopted, or promulgated, and
25 this Franchise may be terminated at any time if the Grantee fails to
26 comply with such change, amendment, modification, or amplification.

1 ORDINANCE NO. 96-28 (Con't)

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Section 4. The Executive of Pierce County is hereby authorized to execute said Supplemental Franchise No. 3 agreement.

PASSED this 7th day of May, 1996.

ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

[Signature]
Clerk of the Council

[Signature]
Council Chair

Approved as to Form Only:

PIERCE COUNTY EXECUTIVE

[Signature]
Deputy Prosecuting Attorney

[Signature]
Approved Vetoed this
6 day of May 1996.

Date of Publication of Notice of Public Hearing: April 24 & May 1, 1996

Effective Date of Ordinance: May 18, 1996

1 Exhibit "A" to Ordinance No. 96-28

2	In the Matter of the Application of)	
	the CITY OF GIG HARBOR, A MUNICIPAL)	
3	CORPORATION, for a Supplemental Franchise)	EXHIBIT "A"
	to construct, maintain, and operate)	
4	water pipelines upon, in,)	SUPPLEMENTAL
	over, along, under, and across)	
5	certain public streets, roads, and)	Franchise
	highways and any and all bridges)	
6	thereon in Pierce County, Washington.)	NUMBER 3

7

8 Application of the CITY OF GIG HARBOR, A MUNICIPAL
9 CORPORATION, organized and existing under and by virtue of the
10 Laws of the State of Washington, for Supplemental Franchise No. 3
11 to that certain Franchise heretofore granted to the CITY OF GIG
12 HARBOR, A MUNICIPAL CORPORATION, bearing File No. 81, having come
13 on regularly for hearing before the Council of Pierce County,
14 Washington, under the provisions of Chapter 36.55, State Session
15 Laws of 1937, and it appearing to the Council that Notice of said
16 hearing has been duly given as required by law, and that it is in
17 the public interest to supplement said Franchise dated the 22nd
18 day of March 1977, by granting authority to construct, operate,
19 and maintain water pipelines for the purpose of maintaining and
20 operating a water pipeline system upon, in, over, under, across,
21 and along public roads and highways in Pierce County, Washington.

22 NOW, THEREFORE, IT IS ORDERED that the Franchise granted to
23 the CITY OF GIG HARBOR, A MUNICIPAL CORPORATION, of the State of
24 Washington and doing business in the State of Washington, on the
25 22nd day of March 1977 bearing File No. 81, is hereby
26 supplemented to add thereto certain additional County roads and
27 highways, and other County property, and by such supplement give
28 and grant unto the CITY OF GIG HARBOR, A MUNICIPAL CORPORATION,

EXHIBIT "A" to Ordinance No.96-28(Con't)

1 with respect to the additional roads and highways hereinafter
2 described, identical Franchise rights, subject to the identical
3 express terms and conditions as are contained in said Franchise
4 bearing File No. 81, as amended by Ordinance 96-28, as follows:

5
6 The Northeast Quarter and the North Half of the Southeast
7 Quarter in Section 1, Township 21 North, Range 1 East of the
8 Willamette Meridian;

9
10 The Southwest Quarter of the Southwest Quarter of the
11 Southeast Quarter and the East 660 feet of the South 660
12 feet of Government Lot 4 in Section 24, Township 22 North,
13 Range 1 East of the Willamette Meridian;

14
15 The West Quarter of the Northeast Quarter and the Southeast
16 Quarter of the Southwest Quarter of the Northeast Quarter
17 and the Southwest Quarter of the Southeast Quarter of the
18 Northeast Quarter and the East 660 feet of Government Lots 1
19 and 2 and the East Quarter of the Southwest Quarter and all
20 of the Southeast Quarter in Section 25, Township 22 North,
21 Range 1 East of the Willamette Meridian;

22
23 The South half of the Southwest Quarter and the West half of
24 the Southeast Quarter in Section 30, Township 22 North,
25 Range 2 East of the Willamette Meridian;

26
27 The West half of the Northeast Quarter and all of the
28 Northwest Quarter and all of the Southwest Quarter in

EXHIBIT "A" to Ordinance No.96-28(Con't)

1 Section 31, Township 22 North, Range 2 East of the
2 Willamette Meridian;

3
4 All of the Northeast Quarter and the East quarter of the
5 Northwest Quarter and the East Quarter of the Southwest
6 Quarter in Section 36, Township 22 North, Range 1 East of
7 the Willamette Meridian;

8
9 And Government Lots 1 and 2 in the Southwest Quarter in
10 Section 16, Township 21 North, Range 2 East of the
11 Willamette Meridian.

12
13 All being in the Gig Harbor area.

14
15 PROVIDED FURTHER, that this Supplemental Franchise is
16 granted subject to the following terms and conditions:

17 Said Supplemental Franchise No. 3 is granted for the period
18 of twenty-five years from and after March 22, 1977, the date
19 of the filing of the original Franchise to Grantee.
20 If, at any time, a new County road is created or established
21 and constructed, or an existing County road is
22 reconstructed, realigned, or its grade is changed, or if
23 sewer or drainage facilities, or any other facilities within
24 future or existing County road right-of-way are constructed,
25 reconstructed, maintained, or relocated (all such work to be
26 called "County projects" hereinafter) and if the
27 installation of the facilities as allowed in the Franchise
28 granted to Grantee by Pierce County on March 22, 1977, and
all supplements and changes thereto, should interfere in any
manner with any such County projects then the Grantee at no
expense to Pierce County shall, upon notice, change the

1 location or adjust the elevation of its facilities so that
2 such facilities shall not interfere with such County
3 projects.

4 When relocation of Grantee's facilities is required by such
5 County projects, the following procedures shall be followed:

- 6 1. Pierce County shall make available to Grantee a list of
7 anticipated projects for each new budget period as soon
8 as is reasonably practicable.
- 9 2. Pierce County shall provide to Grantee two sets of
10 preliminary plans for individual projects as soon as
11 such plans are developed to a state of reasonable
12 certainty, and shall advise Grantee of the anticipated
13 date of start of work on such projects.
- 14 3. Grantee shall, when requested by Pierce County in
15 writing, locate their facilities in the field, show
16 those locations on one set of the preliminary plans
17 provided, and return that set to Pierce County Public
18 Works within four weeks of receiving the written
19 request.
- 20 4. Pierce County shall provide to Grantee final plans for
21 such projects as soon as such plans are available and
22 shall confirm or correct the anticipated date of start
23 of work on such projects.
- 24 5. Pierce County shall assist Grantee in determining how
25 its facilities shall be relocated. Such assistance by
26 Pierce County shall include, at a minimum, copies of
27 plans as required above and specifications for such
28 County projects, and information known to Pierce County
as to existing survey control available for location of
such County projects. Such assistance shall not
subject Pierce County to any liability for the costs of

1 relocating the subject facilities a second time if
2 Grantee incorrectly relocated its facilities the first
3 time.

- 4 6. When requested, Pierce County and Grantee shall meet to
5 discuss how County projects and utility relocations can
6 be accomplished with the least impact on the other.

7 Pierce County's decision shall be final in such
8 matters, but shall not be unreasonable.

- 9 7. Relocation of Grantee's facilities shall be completed
10 in a timely manner defined as follows:

11 Relocation of Grantee's facilities shall normally
12 be accomplished in advance of County projects. In
13 the event relocation of Grantee's facilities shall
14 be done concurrently with such projects, Pierce
15 County shall be so notified and agree to a written
16 schedule for relocation. Compliance with such a
17 written schedule shall be Grantee's duty. In no
18 event shall relocation of Grantee's facilities
19 interfere with the prosecution of County projects.

- 20 8. If Grantee should not relocate its facilities in a
21 timely manner as required above, Pierce County may
22 relocate, or cause to be relocated, such facilities of
23 Grantee as it deems necessary, and in the manner it
24 deems necessary, in its sole discretion. Grantee
25 hereby indemnifies and holds Pierce County, its
26 employees, officers, officials, and agents totally free
27 and harmless from all and any liability which may arise
28 from damages caused by the relocation by Pierce County
 of the facilities of Grantee, even if such damages and
 liability arise from the negligence of Pierce County,
 its employees, officers, officials, and agents.

EXHIBIT "A" to Ordinance No.96-28(Con't)

1 9. Grantee hereby indemnifies and holds harmless Pierce
2 County, its officers, officials, and employees, from
3 damages which may arise from Grantees's failure to
4 relocate its facilities in accordance with the dates
5 for completion of relocation of facilities set forth
6 above, or any other act or omission by Grantee, its
7 contractor(s), agents, officers, or employees related
8 to the provisions of this Franchise.

9 10. It shall be conclusively presumed that Pierce County
10 will have suffered damages as a result of exercising
11 its rights as set forth in Item 8 above, and
12 compensation for such damages will be difficult to
13 ascertain, and therefore, Grantee shall compensate
14 Pierce County for such damages in the amount of twice
15 the amount of the cost of such relocation of Grantee's
16 facilities by Pierce County.

17 11. The exercise of its rights, as set forth in Item 8
18 above, by Pierce County in no way relieves Grantee of
19 completing and/or finalizing the relocation of its
20 facilities at no expense to Pierce County if the
21 relocation work done by Pierce County is incomplete.

22 12. In the event a law suit is brought by Pierce County
23 against Grantee to collect damages presumed under Item
24 10 above, for the exercise by Pierce County of its
25 rights under Item 8 above, Grantee hereby agrees the
26 only issue will be the actual cost to Pierce County for
27 relocating Grantee's facilities. The party prevailing
28 in such an action shall be allowed its legal fees and
costs.

Grantee shall provide a certificate of insurance showing
evidence of commercial general liability and property damage
coverage. The coverage shall include the operations of the

EXHIBIT "A" to Ordinance No.96-28(Con't)

1 Grantee, the Grantee's protective liability, products and
2 completed operations, and broad form blanket contractual
3 liability.

4 The minimum limits of coverage shall be as follows:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
5 Commercial General Liability Insurance	\$1,000,000 Each
6 Bodily Injury Liability	Occurrence
7 Property Damage Liability	\$250,000 Each
8	Occurrence
9	or
10	COMBINED SINGLE
11	LIMIT COVERAGE OF
12	\$1,000,000

13 The general requirements of the policy shall contain:

14 Pierce County is named as an additional insured as
15 respects in this lease and such insurance as is carried
16 by the Grantee for the operation of its facility.

17 In the event of non-renewal, cancellation or material
18 change in the coverage provided, thirty days' written
19 notice will be furnished to the County prior to the
20 date of non-renewal, cancellation, or change. Such
21 notice shall be sent to the Pierce County Department of
22 Public Works and Utilities, Attention: Director of
23 Public Works, c/o Clerk of Pierce County Council, Room
24 1046, County City Building, 930 Tacoma Avenue, Tacoma,
25 Washington 98402.

26 Pierce County has no obligation to report occurrences
27 to the insurance companies unless a claim is filed with
28 the Pierce County Council; and Pierce County has no
obligations to pay premiums.

The Grantee's insurance policies shall contain a "cross
liability" endorsement substantially as follows:

EXHIBIT "A" to Ordinance No.96-28(Con't)

1 The inclusion of more than one Insured under this
2 policy shall not affect the rights of any Insured as
3 respects any claim, suit, or judgment made or brought
4 by or for any other Insured or by or for any employee
5 of any other Insured. This policy shall protect each
6 Insured in the same manner as though a separate policy
7 has been issued to each, except that nothing herein
8 shall operate to increase the company's liability
9 beyond the amount or amounts for which the company
10 would have been liable had only one Insured been named.

9 The Grantee's insurance is primary over any insurance
10 that may be carried by Pierce County. Grantee agrees
11 to provide proof of insurance each year to Pierce
12 County.

13 The Grantee agrees to defend, indemnify, and save
14 harmless Pierce County, its appointed and elected
15 officers and employees, from any and all loss or
16 expense, including but not limited to judgements,
17 settlements, attorney fees and cost by reason of any
18 and all claims and demands upon Pierce County, its
19 elected or appointed officials or employees, for
20 damages because of personal or bodily injury, including
21 death, at any time resulting therefrom, sustained by
22 any person or persons and on account of damage to
23 property including loss of use thereof, whether such
24 injury to persons or damage to property is due to the
25 negligence of the Grantee, its subcontractors, Pierce
26 County, its appointed or elected officers, employees or
27 their agents, except only such injury or damage as
28 shall have been occasioned by the sole negligence of
Pierce County, its appointed or elected officials, or
employees.

27 If the claim, suit, or action for injuries, death, or
28 damages as provided for in the preceding paragraphs of

EXHIBIT "A" to Ordinance No.96-28(Con't)

1 this franchise is caused by or results from the
2 concurrent negligence of a) Pierce County or Pierce
3 County's agents or employees and b) the indemnitor or
4 the indemnitor's agents or employees, the indemnity
5 provisions provided for in the preceding paragraphs of
6 this contract shall be valid and enforceable only to
7 the extent of Grantee's negligence.

8 Grantee specifically and expressly waives any immunity
9 under Industrial Insurance Title 51, RCW, and
10 acknowledges that this waiver was mutually agreed by
11 the parties herein.

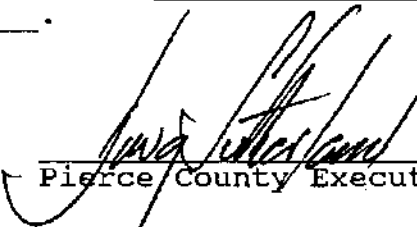
12 This Supplemental Franchise No. 3 is granted on the express
13 condition that Pierce County may unilaterally at any time upon
14 ninety days written notice to the Grantee change, amend, modify,
15 or amplify this Supplemental Franchise to conform to any state
16 statute, order of the Washington Utilities and Transportation
17 Commission, or County regulation, ordinance or right-of-way
18 regulation, as may hereafter be enacted, adopted, or promulgated,
19 and this Franchise may be terminated at any time if the Grantee
20 fails to comply with such change, amendment, modification, or
21 amplification.

22 The full acceptance of this Franchise and all its terms and
23 conditions within thirty days from the effective date of the
24 attached ordinance, by CITY OF GIG HARBOR, A MUNICIPAL
25 CORPORATION, of Pierce County, of the State of Washington,
26 organized and existing under and by virtue of the Laws of the
27 State of Washington, in writing, is to be filed with the Clerk of
28 the Pierce County Council and shall be a condition precedent to
its taking effect, and unless the Supplemental Franchise is
accepted within such time, said Supplemental Franchise No. 3
shall be null and void.

Pursuant to RCW 36.55.080, a copy of this Supplemental
Franchise shall be recorded in the Office of the Pierce County
Auditor.

EXHIBIT "A" to Ordinance No.96-28(Con't)

1 DATED at Tacoma, Washington, this 8th day of
2 May, 19 96 .

3
4 
Pierce County Executive

5 We hereby accept and agree to comply with all the terms and
6 conditions of this Supplemental Franchise.

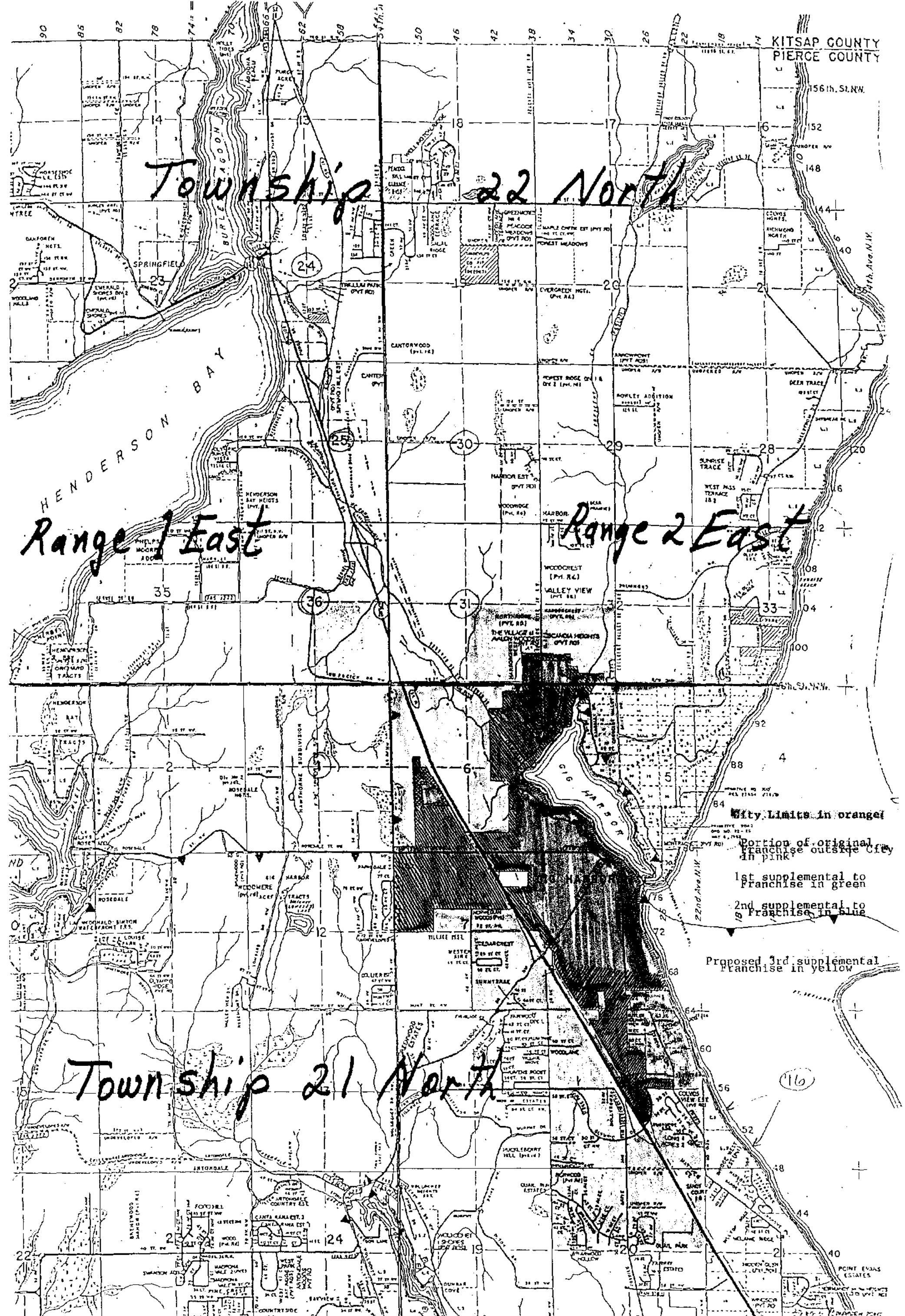
7 _____
Name

8
9 _____
Title

10
11 _____
Company or Corporate Name

12
13 _____
Date

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KITSAP COUNTY
PIERCE COUNTY

Township 22 North

Range 1 East

Range 2 East

Township 21 North

City Limits in orange
 Portion of original franchise outside City in pink
 1st supplemental to Franchise in green
 2nd supplemental to Franchise in blue
 Proposed 3rd supplemental Franchise in yellow



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: MARK HOPPEN, CITY ADMINISTRATOR *MHB*
SUBJECT: PURDY SHOPPING CENTER SEWER REQUEST
DATE: JUNE 5, 1996

INFORMATION/BACKGROUND

In April, 1995, Mr. Dave Morris, as representative and part-owner of the Purdy Shopping Center, all of the facilities north of the Purdy Bridge and immediately across Highway 302 from the city's Purdy Lift Station, requested to connect to city sewer. With his letter of request, Mr. Morris included a number of letters relating to the shopping center's community septic drainfield, immediately uphill from the city's pump station. These letters indicated a history of significant problems with the drainfield since 1983. At last notice, the drainfield appeared to be partially in operation.

At one time, Mr. Morris was granted the right by the city to connect the Purdy Shopping Center to the city system, along with (what is now) the Realty One site and with the eight acre triangle of property just north of Goodnough Drive. Only two contracts, for the latter two properties, were ever executed with the city. No contract with the Purdy Shopping Center was ever executed. Ben Yazici's letter, attached, accidentally misstates these facts, but references the potential for an effluent-only connection. At the time, the city did not believe that it could guarantee through contract the timely completion of the school district portion of the line. This fear later proved to be the unfortunate case.

The applicant indicates that the lift station is 50' north of the current sewage transport line which accesses the Shopping Center's existing community drainfield on the east side of Highway 302.

POLICY CONSIDERATIONS

The policy issues surrounding this connection request are considerably larger than the connection request itself. The original extension to Purdy was granted by a differently constituted City of Gig Harbor City Council for three basic reasons: 1) for the school district; 2) for the possible eventual connection of residential areas along Henderson Bay; and 3) for the retail area adjacent to the bridge. The focus was on the needs of students and on the ecology of Burley Lagoon.

More recently, Pierce County had reduced our Urban Growth Area and excluded this area from our area of potential service by virtue of city ordinance which limits hook-ups outside the UGA. Now, however, the Purdy area has been re-included within our UGA by the Pierce County Council subsequent to staff communications to Pierce County in this regard during latter half of 1995.

FISCAL CONSIDERATIONS

The amount of flow required for this connection is unspecified, but is estimated at 1800 gallons

per day per the City Engineer's estimate (7.79 ERUs). Ordinance 13.32.060 C. specifies that commercial flow in ERUs shall be calculated as the total interior square footage of the facilities divided by 1600 sq. ft. and that fast food establishments shall be calculated as one ERU for every nine seats. As an alternative, the City Engineer's calculations can be used for a specific flow estimate of ERUs relative to a commercial hook-up. Subsequently, in such cases of commercial connection, the actual flow is evaluated against the City Engineer's calculations after one year to see if the actual flow is higher than previously calculated estimated flow.

The current rate for connection in this area is \$2400 per ERU. For 7.79 ERUs the total connection fee amount due is \$18,696. **This amount plus latecomers fees due (explained below) totals \$39,329.21, assuming that the total connection fee is paid before connection rates increase.**

This area is subject to latecomers fees, which total \$2642.26 per ERU for connection subject to latecomers reimbursement, namely those connections in this area which utilize the Purdy Pump Station. The total latecomer fee, including administrative reimbursements, is \$20,583.21. The amount retained by the city is \$1960.28. The amount distributed to the Peninsula School District is \$18,622.93.

RECOMMENDATION

This request for sewer will no doubt be the first of several requests in this area, others likely coming from the area south of the Purdy Bridge and from the business buildings just downhill from the Peninsula High School property. This connection is technically feasible, consistent with Health Department objectives, and would result in a return of latecomers fees to the Peninsula School District. Staff recommends that the standard outside extension contract, as acknowledged by the applicant, be utilized for this extension.

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

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

THIS AGREEMENT is entered into on this ____ day of _____, 1996, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Purdy Shopping Center, hereinafter referred to as "the Owner".

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

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

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

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

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

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

Purdy Shopping Center Community Line

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

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (7.79 ERUs) 1800 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by

the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on _____, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 934.80 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee	
One year	Five percent	(5%)
Two years	Ten percent	(10%)
Three years	Fifteen percent	(15%)

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

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

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

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

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

A. As built plans or drawings in a form acceptable to the City Public Works Department;

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

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

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

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

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

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

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

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: B-2
- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his

attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

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

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

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

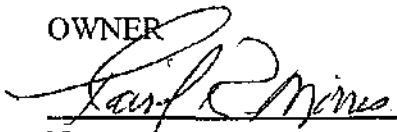
18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this _____ day of _____, 1996.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER



Name:

Title: *MANAGING PARTNER*

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

On this _____ day of _____, 1994, before me personally appeared _____, to me known to be the individual described in and who executed the foregoing and acknowledged that _____ signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

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

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)

)ss:

COUNTY OF PIERCE)

On this _____ day of _____, 1994, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____

EXHIBIT "A"

PURDY SHOPPING CENTER LEGAL DESCRIPTION

PARCEL "A":

Beginning on the South line of PURDY, PIERCE COUNTY, W.T., according to Plat recorded in Book 1 of Plats at Page 86, at a point 200.65 feet West of the Southeast corner of said plat; thence continuing West on said South line of PURDY, PIERCE COUNTY, W.T., 231.85 feet; thence South $9^{\circ}45'$ East 172.23 feet, more or less, to the North line of Tyee County Road; thence Easterly along said Northerly line of Tyee County Road 240 feet, more or less, to a line parallel with and 90 feet West of the West right of way line of Primary State Highway No. 14, as said right of way line is described in document recorded in Volume 1118 at Page 229 under Pierce County Auditor's Fee No. 1762038; thence Northerly along said line to an intersection of a line parallel with and 50 feet South of the South line of PURDY, PIERCE COUNTY, W.T.; thence North $89^{\circ}53'$ West to a point 200.65 feet West and 50 feet South of the Southeast corner of said plat of PURDY, PIERCE COUNTY, W.T.; thence North 50 feet to the point of beginning, in Pierce County, Washington.

EXCEPT portion thereof conveyed to State of Washington under Warranty Deed recorded under Pierce county Auditor's Fee No. 1802594.

PARCEL "B":

Beginning on the South line of PURDY, PIERCE COUNTY, W.T., according to Plat recorded in Book 1 of Plats at Page 86, at a point 75 feet West of the Southeast corner of said plat, being its intersection with the West line of the right of way of State Highway No. 14; thence on said South line West 125.65 feet; thence South 50 feet; thence East to a point 90 feet West of the West line of State Highway No. 14; thence South to a point 100 feet North of the North line of Tyee Road; thence East parallel with said North line of Tyee Road to the West line of State Highway No. 14; thence North along said West line to the point of beginning, all in Section 24, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington.

EXCEPT that portion thereof appropriated by the State of Washington in Pierce County Superior Court Cause No. 134441 for Primary State Highway No. 14.

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 695.00	\$ 1,710.00	\$ 2,400.00	<u>7.79</u>	\$ _____ .00

* Equivalent Residential Unit Calculation for non-residential service:

_____ (ERU's per _____) X (_____) = _____
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 15.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Deposit (Refundable)	\$ 150.00
	Late Comers Agreement Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

TOTAL SEWER SYSTEM FEES PAID: \$ _____

TOTAL FEES PAID WITH THIS APPLICATION: \$ _____

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the existing ordinances and regulations of the city or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the city or any such ordinances/regulations adopted hereafter.

I understand that the city will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, extensions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that the city shall maintain ownership in such water meters installed by the city and the city shall be responsible for providing reasonable and normal maintenance to such meters. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.


 Applicant's Signature 6/3/96
 Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician

May 21, 1996

Mr. Mark Hoppen
City of Gig Harbor
P.O. Box 145
Gig Harbor, Wash. 98335

RE: Sewer hook-up request for Purdy Shopping Center

Dear Mark:

We understand that since the Purdy area has now been reincluded in the City "UGA"--that it is now an appropriate time for us to activate a request for sewer service. The Purdy Shopping Center generates a range of 1,500 to 2,500 gallons per day--and the City has agreed to allow us to connect septic "effluent" into the Purdy lift Station.

Our shopping center ownership is comprised of 4 separate "parcels" according to the Assessors office. These are:

#705500-042-0
#01-22-24-2-800
#01-22-24-2-028
#01-22-24-2--38 ;

I have enclosed copies of the Pierce County Assessor maps--as well as a sketch of our County approved septic tank & road crossing locations. As you can see, our existing drainfield line is located approximately 50' South of the lift station--and that is the point at which we would make the physical connection.

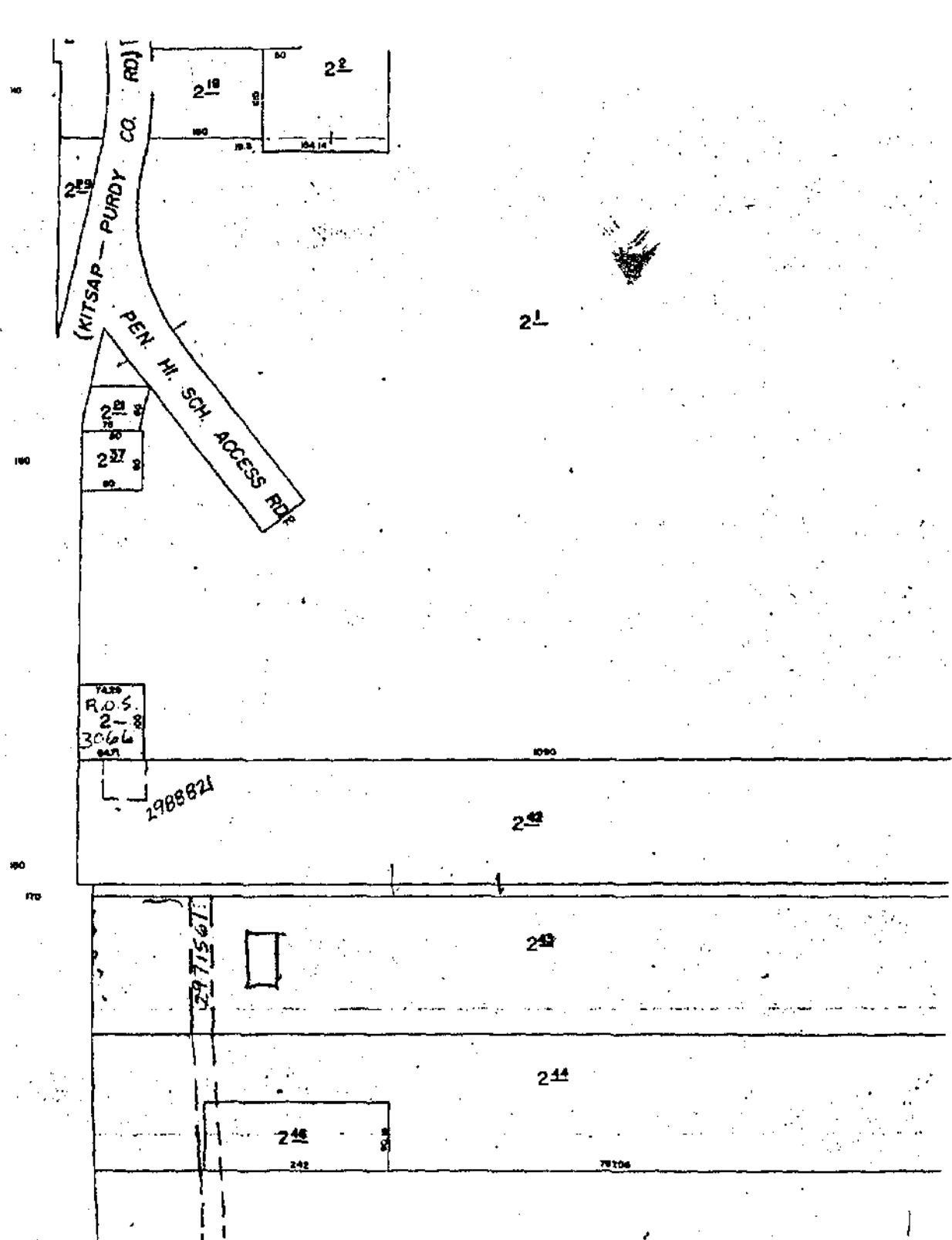
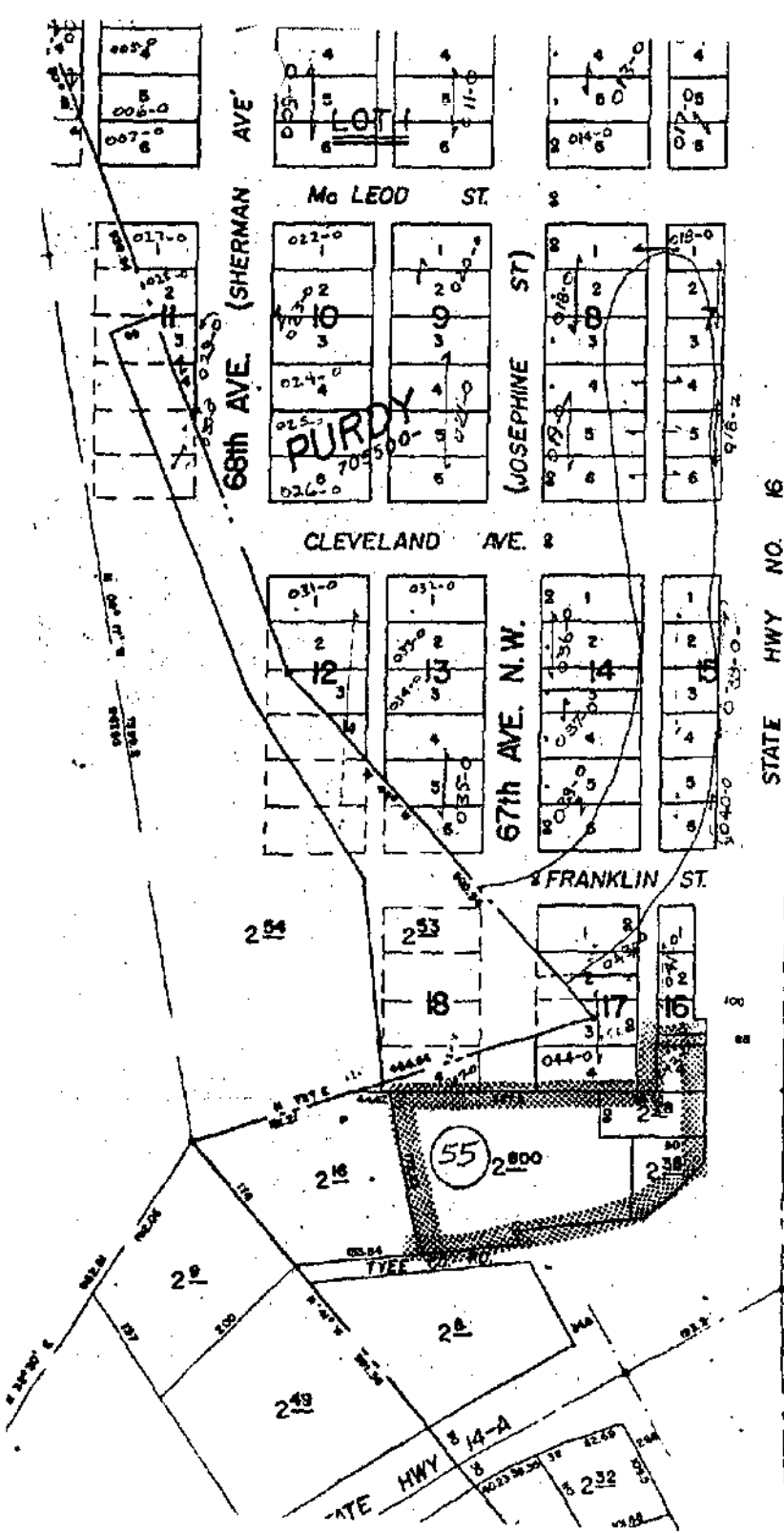
We understand that we need to fill out an application--and if the Council approves our request--we may need an engineered drawing/plan, and an approved installer. Tentatively, we would use Craig Peck for engineering, and Northwest Cascade for construction.

Please advise me if there is any further information you need to process this request.

Sincerely,



PURDY SHOPPING CENTER



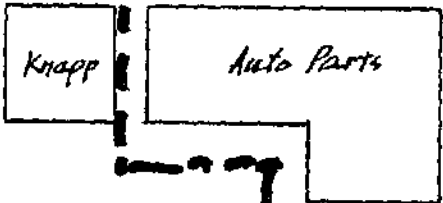
Purdy Lift
STATION

SR 16 (BUSINESS) OLD SR-16 (PURDY DRIVE) to Tacoma

Transport pipe
passes under
road bed

PLAN

Scale: 1" = 60'



APPROVED

SEP 02 1983

TACOMA-PIERCE COUNTY HEALTH DEPT.
ENVIRONMENTAL HEALTH DIV.

old drain field

Purdy
SHOPPING CENTER

Eats

Bank

Pharmacy

Market

Eric Davidson 4 Mar 83
24 June 83 revision

Purdy Shopping Center
Sewage Disposal Sys. in
at

DAVID R. MORRIS
P.O. BOX 401
GIG HARBOR, WA 98335

March 20, 1995

Mark Hoppen
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

RE: REQUEST TO CONNECT THE PURDY SHOPPING CENTER SEWAGE EFFLUENT
TO THE PURDY LEFT STATION

Dear Mark:

In order to give you a chronological perspective of the situation at the Purdy Shopping Center, I have enclosed a variety of materials dating from a County Health Department septic system failure notice of 12/5/83 to a memo from our system designer, Eric Davidson, dated 11/9/94. Also enclosed is a vicinity map showing the relative locations of the shopping center, our current drainfield, and proximity of both to the new Purdy lift station.

As you peruse these materials, you will see a pattern of system failures and attempted cures by the shopping center owners. The most recent failure apparently occurred in May of 1994. All recent repairs and correspondence surrounding the repairs allude to the future ability of the shopping center to connect into the excess capacity currently existing at the Purdy lift station.

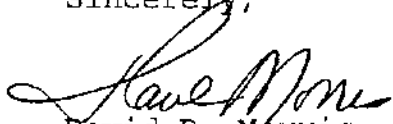
To our knowledge, our emergency situation is unique and unprecedented. We have been in consistent contact with both the County Health Department and the City Public Works Director regarding this problem for several years. Our road crossing and current drainfield location are only a few feet from the Purdy lift station. The State Department of Ecology is closely monitoring our property because of it's proximity to the Burley Lagoon Estuary. The actual connection to the lift station would be as simple as running a line extension approximately 50 feet North from our road crossing directly into the lift station. We presented our case to the City Council in December of 1991 and received approval.

We now understand that when the County excluded the Purdy area from the UGA, utility connections to City services from "outside" the UGA may have to be processed through special City Council discretion. Please accept this letter as an Emergency Request for such discretion and consideration. We ask that you present our request at the next possible Council meeting.

PAGE TWO
MARCH 20, 1995
MARK HOPPEN

If you have further questions or comments, do not hesitate to contact me. In this matter I am the appointed representative of the Purdy Shopping Center, and I am also a 25% owner.

Sincerely,



David R. Morris

DRM/pat
c: Ben Yacizi
Eric Davidson



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

November 20, 1992

Mr. David Morris
Purdy Realty
P. O. Box 401
Gig Harbor, WA 98335

RE: Purdy Shopping Center:

Dear Mr. Morris:

This is in response to your letter of September 23, 1992, asking me to advise you regarding how the Purdy Shopping Center sewer will be connected to the Purdy lift station.

I believe the Purdy Shopping Center has executed an agreement with the City of Gig Harbor to connect the sewer to the lift station. The proposed lift station will have 100,000 gallons per day capacity of which approximately 35,000 gallons per day will be used by the Peninsula School District. The available 65,000 gallons per day will be committed by the capacity commitment agreements approved by the City Council. I think it is important that you connect the Purdy Shopping Center sewer before the agreement expires.

It is premature for me to make any commitment on how this connection should happen at this point since the lift station has not yet been constructed. At the time of the connection, we will review that with you and your engineer. However, it will be acceptable to us connect only the septic effluent with proper aeration basins.

Should you have any questions, please call me.

Sincerely

Ben Yazici, P.E.
Director of Public Works

cc: Gretchen Wilbert, Mayor
Mark Hoppen, City Administrator

September 23, 1992

Mr. Ben Yazici, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

RE: PURDY SHOPPING CENTER

Dear Mr. Yazici:

As we have discussed, the Purdy Shopping Center currently generates 1,500 to 2,500 G.P.D. septic - effluent. It is my understanding that the Purdy lift station has sufficient capacity to handle the effluent, and also that the City will accept the effluent provided that we pay for the connection from our existing "under road crossing" to the new lift station. We understand that the lift station -- and consequently this new connection -- will take place on the East side of Purdy Drive.

Please advise me if the above scenario is an accurate reflection of agreement between the City and The Purdy Shopping Center.

Thank you.

Sincerely,

By: 

DAVID R. MORRIS

DRM/eh
cc: Partners



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: UTILITIES REQUEST/P&T PROPERTIES, INC.
DATE: JUNE 6, 1996

INFORMATION/BACKGROUND

Wade Perrow and Jim Tallman are requesting sewer extension (34.5 ERU per City Engineer determination) on the site commonly known as the Cimmaron Restaurant for the development of a 66 room hotel and 2000 square foot banquet facility. The site is already served by city sewer, but the proposed contract is necessitated under GHMC Chapter 13.34 consequent to the redevelopment of the property.

POLICY CONSIDERATION

Planning review of the proposal indicates that the proposed development is consistent with proposed land uses for the site, density considerations, set backs and minimum yard requirements, minimum lot area requirements, parking considerations, outdoor lighting requirements, and maximum gross floor area limits for the zone definition applied (C-1). In the area of design, the plan meets many comprehensive plan policy goals. The proposal is inconsistent with maximum height requirements for the defined zone, with maximum impervious coverage requirements, and with landscaping requirements. Mr. Gilmore, Planning Director, will further define these deviations, but Planning recommends approval with the attached conditions.

Public Works review of the proposal indicates the need for a traffic study, for right-of-way and half-width improvements, for appropriate grease interceptors, and for discharge control on various pools, all consistent with Public Works Standards.

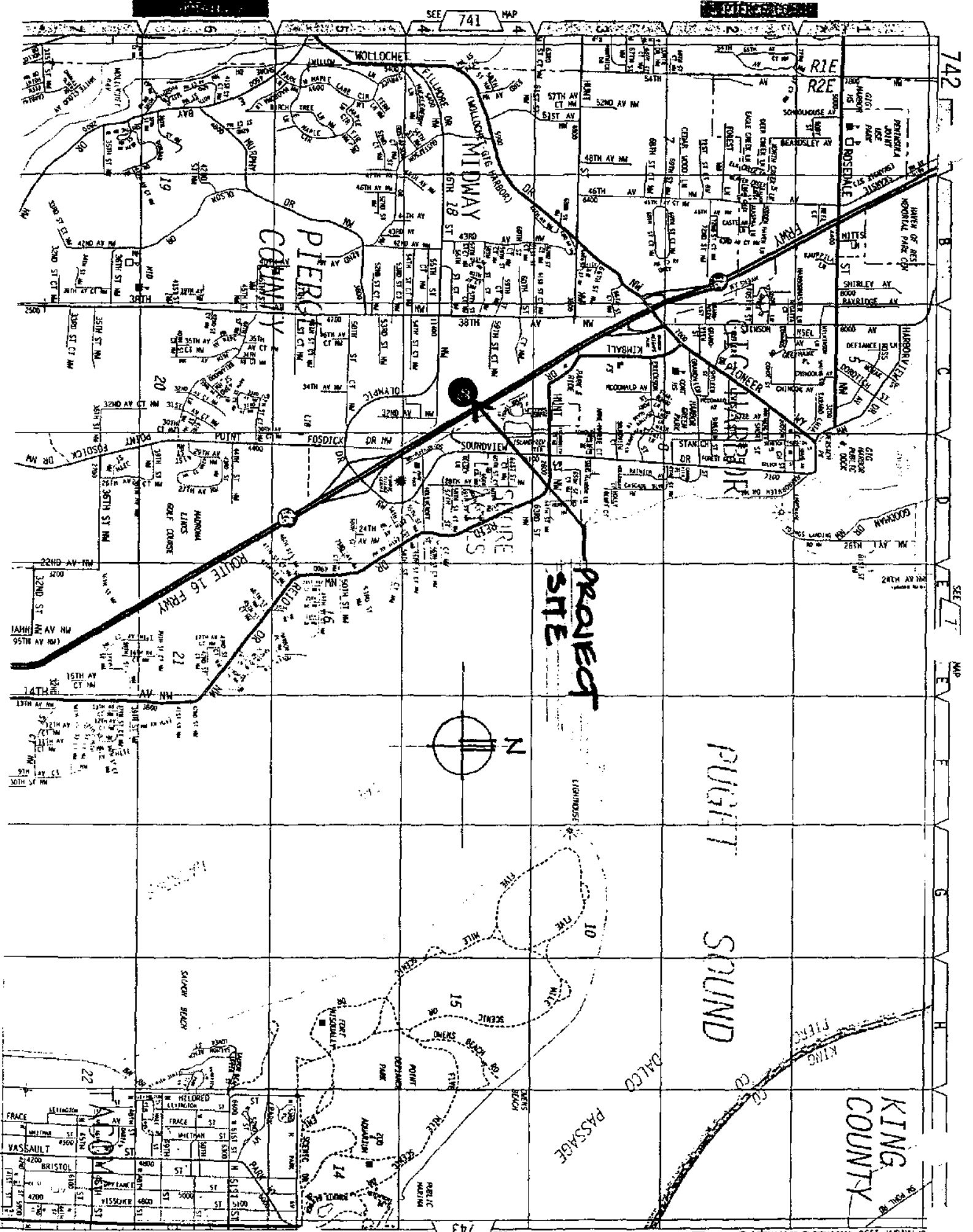
The resultant Planning and Public works recommendations are summarized in Exhibit "B" to the proposed contract.

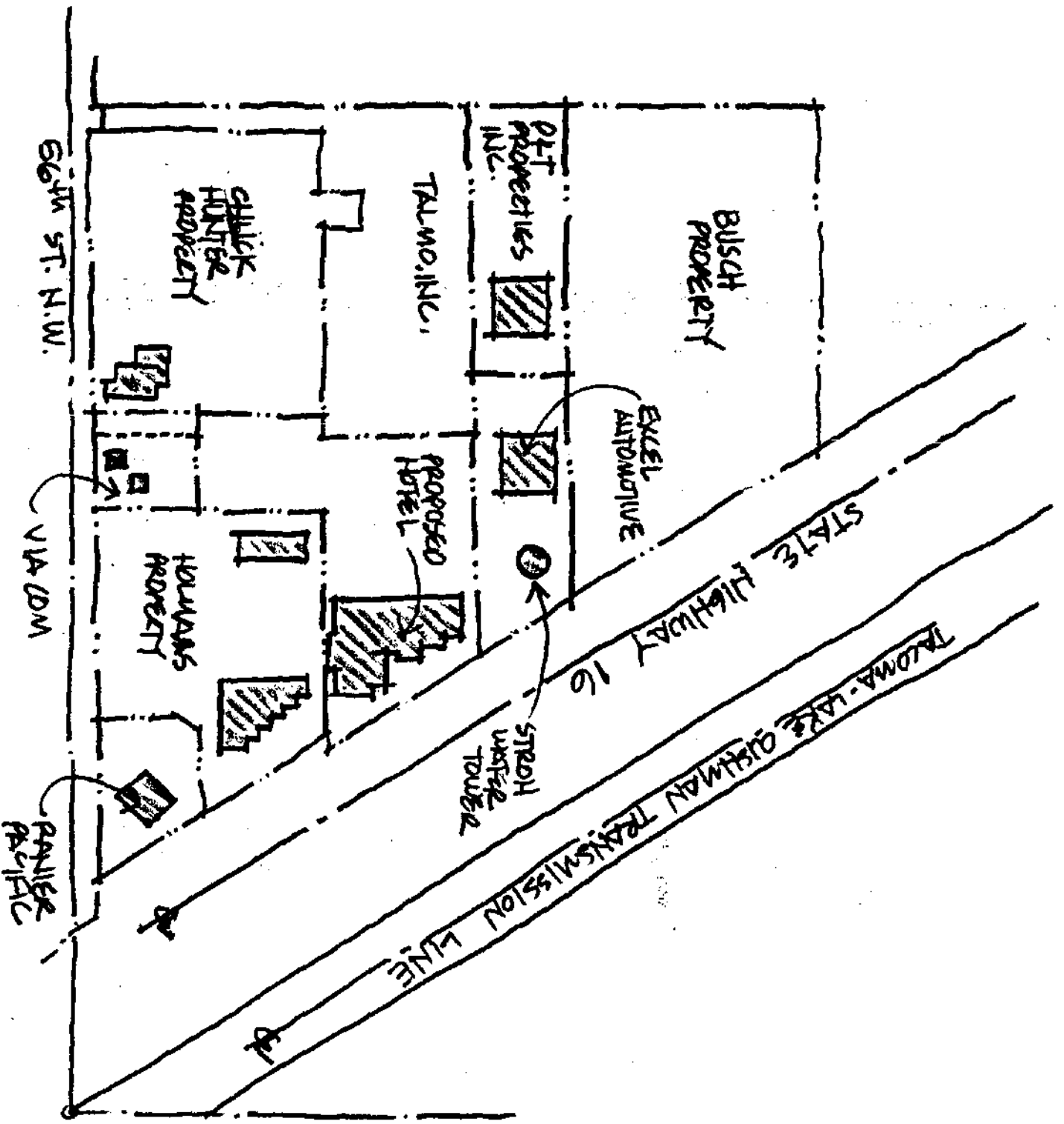
FISCAL CONSIDERATIONS

The proposed contract is for a three year period with 15% of the current connection fee as a capacity commitment payment. The balance of the connection fee will be paid at the rate current at the time of connection. The current cost per ERU in Zone B is \$1710 per ERU and the resultant capacity commitment payment is \$8849.25. If paid in full at current rates the total for connection, not including associated city fees, would be \$58,995. Each year the connection rate increases according to the construction index increase for that particular year.

RECOMMENDATION

Staff recommends approval of the sewer contract with recommended conditions, subsequent to the approval of legal counsel with respect to compliance with Chapter 13.34.





IN @ GOLF HARBOR
LOCATION MAP N
 N.T.S.



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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____, Date _____

Applicant P & T Properties, Inc, Phone # _____

Mailing Address P.O. Box 1728 Gig Harbor, WA

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: _____

Subdivision _____, Lot No. _____

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

Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

(X)	Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
	3/4"	1	\$1,205.00	\$1,777.50	\$450.00	\$
	1"	1.67	\$2,010.00	\$2,955.00	\$555.00	\$
	1-1/2"	3.33	\$4,015.00	\$5,895.00	(2) \$1,130.00	\$
	2"	5.33	\$6,425.00	\$9,435.00	(2) \$1,260.00	\$
	Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

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

OTHER CHARGES: (See Note 2)

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

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

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 695.00	\$ 1,710.00	\$ 2,400.00	34.5	\$ _____ .00

* Equivalent Residential Unit Calculation for non-residential service:

Hotel
Caught Area (*Hotel* ERU's per *2 rooms*) x (*66*) = *33 ERU*
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's
B.M. 1 ERU per 1600 sq ft. @ 2000 sq ft 1.25 ERU

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 15.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Deposit (Refundable)	\$ 150.00
	Late Comers Agreement Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

TOTAL SEWER SYSTEM FEES PAID: \$ _____

TOTAL FEES PAID WITH THIS APPLICATION: \$ _____

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the existing ordinances and regulations of the city or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the city or any such ordinances/regulations adopted hereafter.

I understand that the city will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, extensions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that the city shall maintain ownership in such water meters installed by the city and the city shall be responsible for providing reasonable and normal maintenance to such meters. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

Applicant's Signature _____ Date _____

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician

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

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

THIS AGREEMENT is entered into on this ____ day of _____, 1996, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and P&T Properties, Inc., hereinafter referred to as "the Owner".

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

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

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

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on 56th Street N.W. at the following location:

Q221176020, 4000990010 through 4000990070
Lot 1 of Pierce County short plat Recording No. 8310210291

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

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (34.5 ERUs) 7,969.5 gallons per day average flow. These capacity rights are allocated only to

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

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 8849.25 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee	
One year	Five percent	(5%)
Two years	Ten percent	(10%)
Three years	Fifteen percent	(15%)

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

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

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

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

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city

required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

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

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

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

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

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

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

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

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

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment:

C-1 General Commercial

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment, and shall comply with the conditions of Exhibit "B". The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.
- C. The proposed building shall be constructed as designed per the plan dated April 23,

1996, and attached as Exhibit "C-1..9".

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

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

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

none

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

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

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

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

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

DATED this _____ day of _____, 1996.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name:
Title:

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, 1994, before me personally appeared _____, to me known to be the individual described in and who executed the foregoing and acknowledged that ___ signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

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

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

On this ____ day of _____, 1994, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____

EXHIBIT 'A'

Legal Description

EXHIBIT 'B'

1. Submittal of a traffic analysis in accordance with Gig Harbor Resolution No. 311. The traffic study shall identify traffic related impacts to City streets due to the development, and proposed mitigation for the City's review. The developer shall construct or participate in the development's proportionate share of such mitigation measures as identified in the traffic analysis as reviewed by the City.
2. The Developer shall dedicate additional right-of-way and construct half-width improvements, or bond for same, including curbs, gutter, and sidewalk in accordance with City standards for Collector Arterials in commercial areas, or consistent with Pierce County standards, whichever is greater.
3. The Developer shall install a grease interceptor to serve the dining and banquet facilities in accordance with the City's Public Works Standards.
4. The discharge from the pool and/or hot tub, or similar facility, and the discharge from the development shall be restricted or otherwise controlled such that the daily discharge does not exceed the available and committed ERUs, and the chlorine concentration at the point of discharge into the City's sanitary sewer system shall not exceed 0.2 mg./L. In addition, the City shall be notified a minimum of 24-hours prior to any discharge resulting from flushing or other maintenance of the pool, hot tub, or similar facility.
5. The contractee shall prepare a signage plan which meets the requirements of chapter 17.80 of the Gig Harbor Municipal Code and this shall be submitted to the Planning-Building Department prior to occupancy. All signage for the facility must conform to the standards of the applicable sections of chapter 17.80. GHMC.
6. The contractee shall submit a final landscape plan meeting the requirements of chapter 17.78 GHMC to the Planning-Building Department prior to construction. Approved landscaping materials and plants shall be installed prior to occupancy.

P & T PROPERTIES, INC.
P.O. BOX 1728
GIG HARBOR, WA 98335

The Inn at Gig Harbor

The P & T Partnership ❖ Pacific Design Group

City of Gig Harbor
P. O. Box 145
Gig Harbor, WA 98335

April 23, 1996

RECEIVED

APR 24 1996

CITY OF GIG HARBOR

RE: Proposed Inn at Gig Harbor at the Cimarron Restaurant Site

Dear Ladies and Gentlemen:

The P & T Properties, Inc. looks forward to the opportunity to meet with staff on May 1 at 11:30 to discuss the proposed Inn at Gig Harbor.

In preparation for that meeting, the P & T Properties, Inc. has prepared a packet describing the project which will be submitted to Pierce County for permitting. The P & T Properties, Inc., working with their architect, David Boe of the Pacific Design Group, feels very comfortable with the proposed design as it will provide a much needed service to the Gig Harbor peninsula.

We have analyzed the possibilities of both constructing an express type motel similar to Holiday Express, Shilo Inn, Comfort Inn, etc. but have chosen to instead provide the full service hotel for the Gig Harbor peninsula.

Full service hotels that provide conference, banquet and dining facilities are usually not constructed except in very large metropolitan areas. The express hotels are more common as they will provide a higher immediate return on investment. The decision of the P & T Properties, Inc. to pursue a full service type hotel, is based on our desire to meet the needs of the Gig Harbor peninsula as they have been expressed to us, and provide a higher level of quality and appearance.

To date we have solicited input from numerous groups and organizations and will be providing this same packet to other groups and organizations for their review and comment in helping us provide a project that will be the pride of the community.

We look forward to the meeting of May 1 at 11:30 and are prepared to provide any additional information you may wish to review.

Sincerely,

P & T PROPERTIES, INC.

By

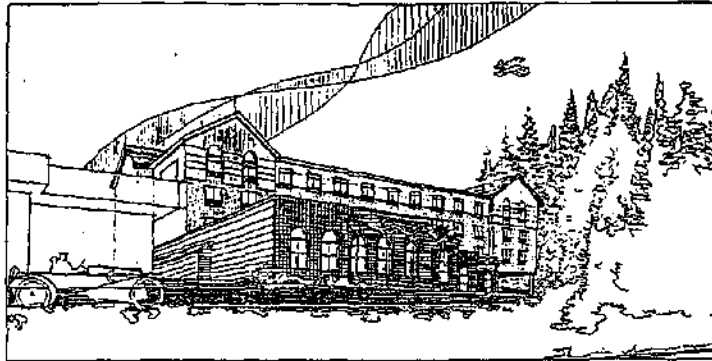
Wade Ferrow
Secretary-Treasurer

bw

cc: Tom Moxlee - PNA
Gordon Wohlfelt - Gig Harbor Chamber of Commerce



Exhibit C-1



The Inn at Gig Harbor will try to recapture the spirit and charm of older inns while still being affordable, said developer Wade Perrow.

The Inn at Gig Harbor

Partnership plans to build 66-room facility at site where Cimarron sits today

by Tony Hazeman
Gateway Staff

On a clear day, only a few spots around the Peninsula offer simultaneous views of Mount Rainier and the Olympic Mountains.

By next year, Wade Perrow hopes to increase that number by a few dozen.

Perrow, whose construction company has built some of the most recognizable structures on the Peninsula, is teaming up with local property investor, Art Tallman, to build The Inn at Gig Harbor.

Located at the current site of the Cimarron Restaurant just east of State Route 16, the four-story luxury inn will boast 66 rooms and suites, pool, exercise room, conference rooms, a restaurant and banquet facilities.

And scenic great views, Perrow said.

While the service facilities will occupy the bottom floor, the three upper levels of the hotel will face either west or east, offering guests can take in mountain views while still being less than two minutes from the freeway, Perrow said.

"We wanted to capture the view opportunities, and I think we did that," he said. "We said,

Let's create a landmark that people will remember."

David Boe of the Pacific Design Group in Tacoma is the chief architect for the project, proposed by the P&T Partnership of Perrow and Tallman.

George Edman of Tacoma is a third investor in the partnership group.

The property, which is owned by Tallman and leased out to a restaurant, is outside the Gig Harbor city limits, but within the urban growth area.

However, as an allowed use under county regulations the project does not have to go through a review by the Peninsula Advisory Commission or the county hearing commission.

The partnership hopes to gain the building permit by late spring with construction slated for late summer.

The hotel could be open in spring of 1997, Perrow said.

The hotel is one of three scheduled to open on the Peninsula either this year or next year.

The 36-room Maritime Inn along Harbortown Drive is under construction and is scheduled to open this summer, while a 98-

room facility, The Wesley Inn, has been proposed on Kinball Drive near The Woods business complex.

Suddenly, a city with precious few hotel rooms could have more than 150.

Rather than being oriented toward the SR-16 for visibility, The Inn at Gig Harbor will face west, away from the freeway.

Parking will be available west of the hotel with access from both Street NW.

The building will feature the "classic elements" of pitched roofs and tall "bonbonde" chimneys like the Langley Inn and houses in Mount Rainier and Croser Lake national parks.

"All these facilities are all, encompassing, but sensitive to the environment," Perrow said, adding it was the Langley Inn that inspired him to look at prospective sites some time ago.

Hiring a hotel consultant, Perrow found the area would accommodate an inn with between 60 and 80 rooms.

When it became apparent he wouldn't be able to find the land along the Gig Harbor waterfront needed to build the hotel, Perrow teamed up with Tallman to locate the inn at the westside site.

Boe's architecture work, which included hints and comments from Perrow's wife, Beth, it was pulled for the community, Perrow said.

The trees that currently screen the Cimarron from freeway traffic will remain, not only for privacy but also for sound protection from SR-16 traffic, Boe said.

"Most people will be able to see it from the freeway," he said. "Good architecture, you don't hide," added Perrow.

Perrow wouldn't say what the cost of the project will be, saying only the hotel represents a "substantial" investment for the partnership.

He said room rates will be comparable with higher-end hotels located along major freeway and highways. The partnership has begun talks with major hotel management companies to run the facility, he said.

Design Narrative

The design concept for The Inn at Gig Harbor is based on the historical and regional examples of quality hospitality in the Pacific Northwest combined with local needs for a landmark facility to assist in the promotion of community and business events.

The program for the hotel facility includes three levels of guest accommodation located above a first floor containing public lobby spaces, a remodeled cafe and lounge, new conferencing and banqueting spaces, hotel exercise amenities, administration and service areas. The sixty-six guest rooms include a unique mix of unit types to provide patrons with a wide array of choices depending on their personal accommodation requirements (e.g. business suites, extended stay suites, family suites, and spa suites).

The new portion of the hotel facility is sited to respect both its frontage along State Route 16 and its location on a crest of a hill. By positioning the hotel perpendicular to the existing Cimarron Restaurant structure, the new guest rooms are afforded distant views of Mount Rainier and Puget Sound to the east and the Olympic Mountains to the west; however, negative impact to the adjacent properties is minimized due to the prominent facades of the hotel being directed toward the highway and internal to the site. These facades include detailed modulation, both vertical and horizontal, to break-up the mass

The Inn at Gig Harbor

The P & T Partnership ♦ Pacific Design Group

of the building while providing for a rich play of shadow and sunlight across the exterior surfaces. The pitched roof is maximized in height to include vertical and horizontal shifting to accentuate the unique character of the hotel facility and to recall the forms and massing of stately hotels around the region (e.g. Paradise Inn, The Inn at Longmire, The Empress Hotel).

The proposed building materials are derived from the visual quality of local vernacular construction. These will include a combination of wood and masonry elements composed in a classical columnar hierarchy from the base of the foundation to the ridge-line of the roof. Intermixed are molding bands, brackets, braces, bow windows, and oriel windows to recall Craftsman Architecture once so prominent in local residential construction. The preliminary landscape concept incorporates a combination of classical landscape design and native plantings to augment the existing mature vegetation of adjoining properties.

The intent of the P & T Partnership and Pacific Design Group is to create a unique full-service hotel that is an identifiable landmark for both visitors to, and residents of, the City of Gig Harbor. Whether is be for business conference attendees, a family on vacation, or friends visiting from out of town, a stay at the Inn at Gig Harbor can contribute to a enjoyable and memorable experience of the city and its environs.

Preliminary Project Information

Project: The Inn at Gig Harbor
Client: The P & T Partnership
Address: 3211 56th Street N. W.
 Gig Harbor, Washington 98335
Parcel No.: 0221176020, 0221176021, & 0221172092
Zone: Urban Growth Area Community Center (Pierce County)
 Westside Commercial Zone (Gig Harbor Municipal Code)
Setbacks: SR 16 = 25 ft
 Rear = 0 ft
 Interior = 0 ft
Zone Height: 60 ft allowable > 54'-6" nominal proposed.
Occupancy: Group A-3: Assembly < 300 w/out legitimate stage.
 Group R-1: Hotels.
Construction: Type V One-hour.
Height: No occupancy above 50 ft (2 story for A-3, 3 story for R-1); however, fire sprinkler used for one story height increase for R-1 (total 4 floors). Total height to average of roof slope for a total of 49'-5" proposed < 50 ft allowed for construction type.
Parking: One stall per Hotel Unit (66);
 One stall per 200 s.f. of restaurant/commercial retail (7000 s.f./200 = 35);
 Meeting space ancillary to hotel use (0);
 Total Parking Required = 101
 Site Access: 5 accessible parking stalls of total 101 (minimum 5 required for 101-150 parking stalls) with one stall designed for van accessibility.

The Inn at Gig Harbor
 The P & T Partnership ♦ Pacific Design Group

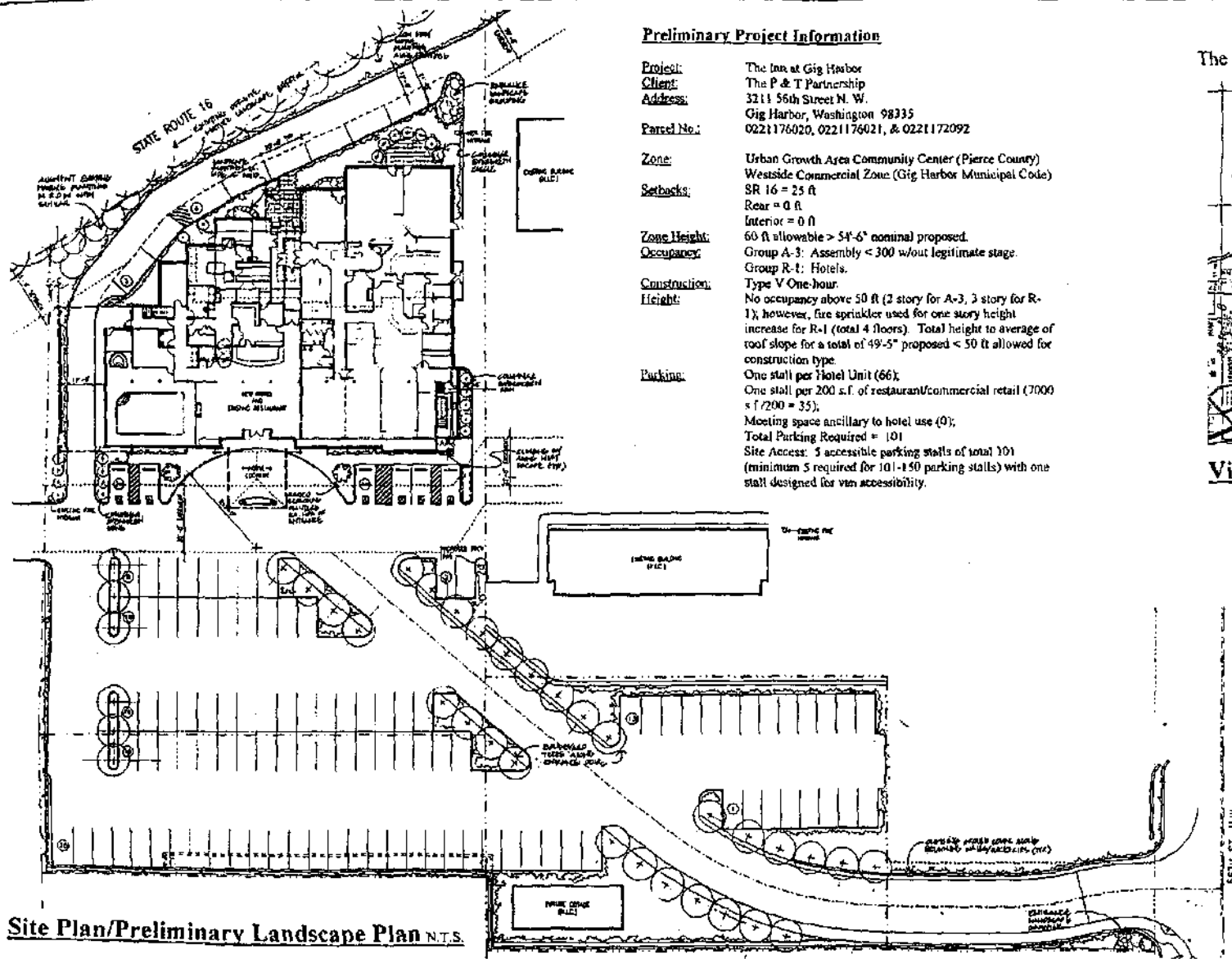
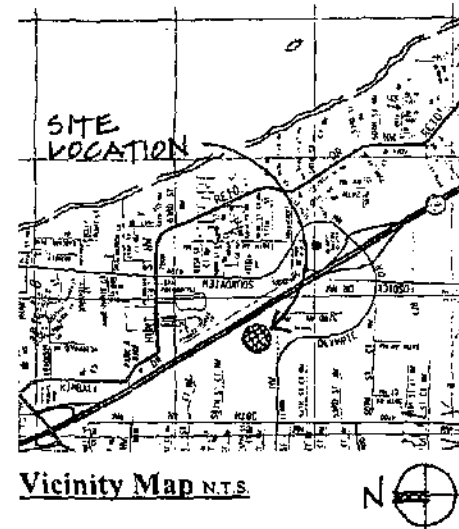
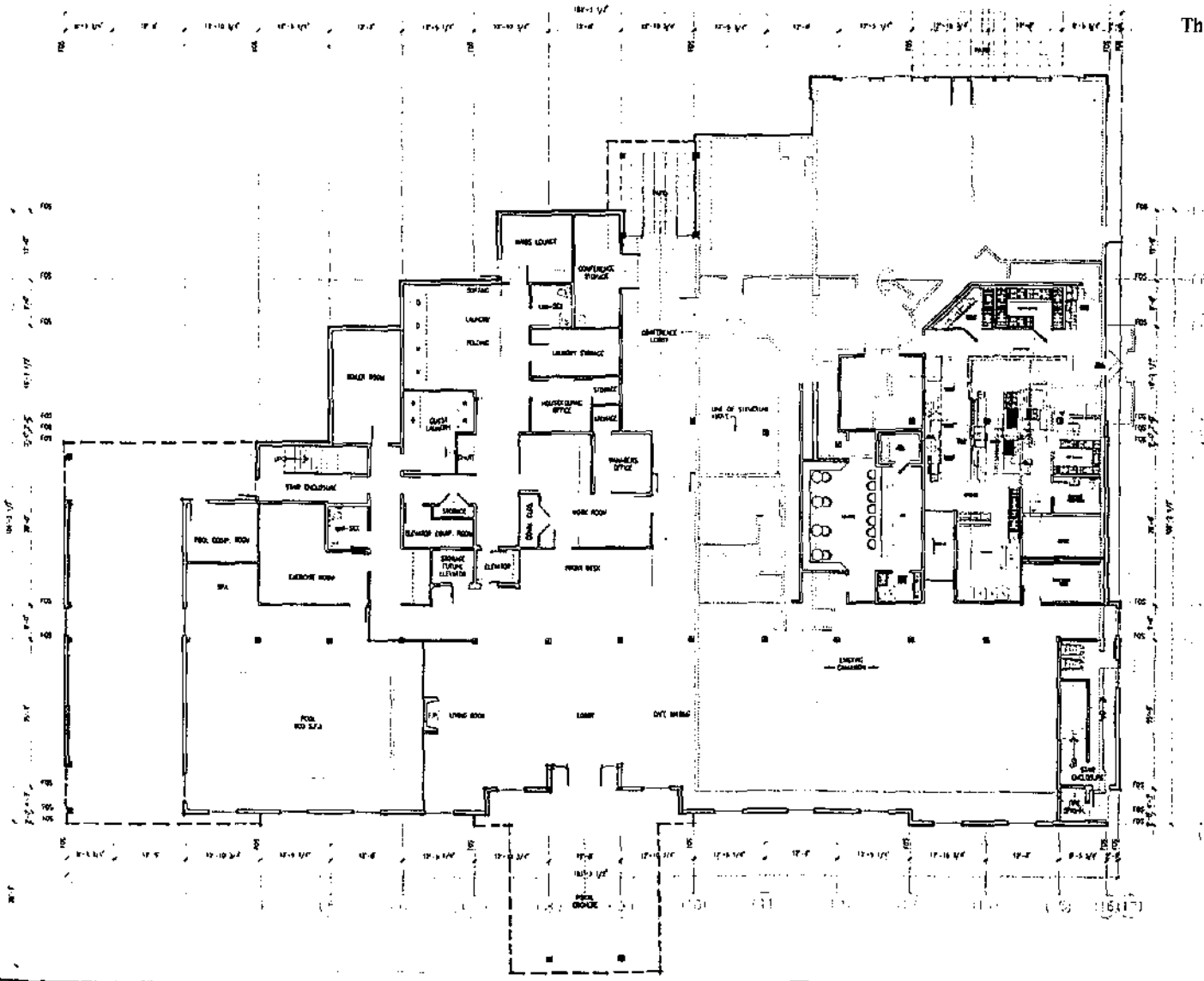


Exhibit C-3

The Inn at Gig Harbor

The P & T Partnership ❖ Pacific Design Group

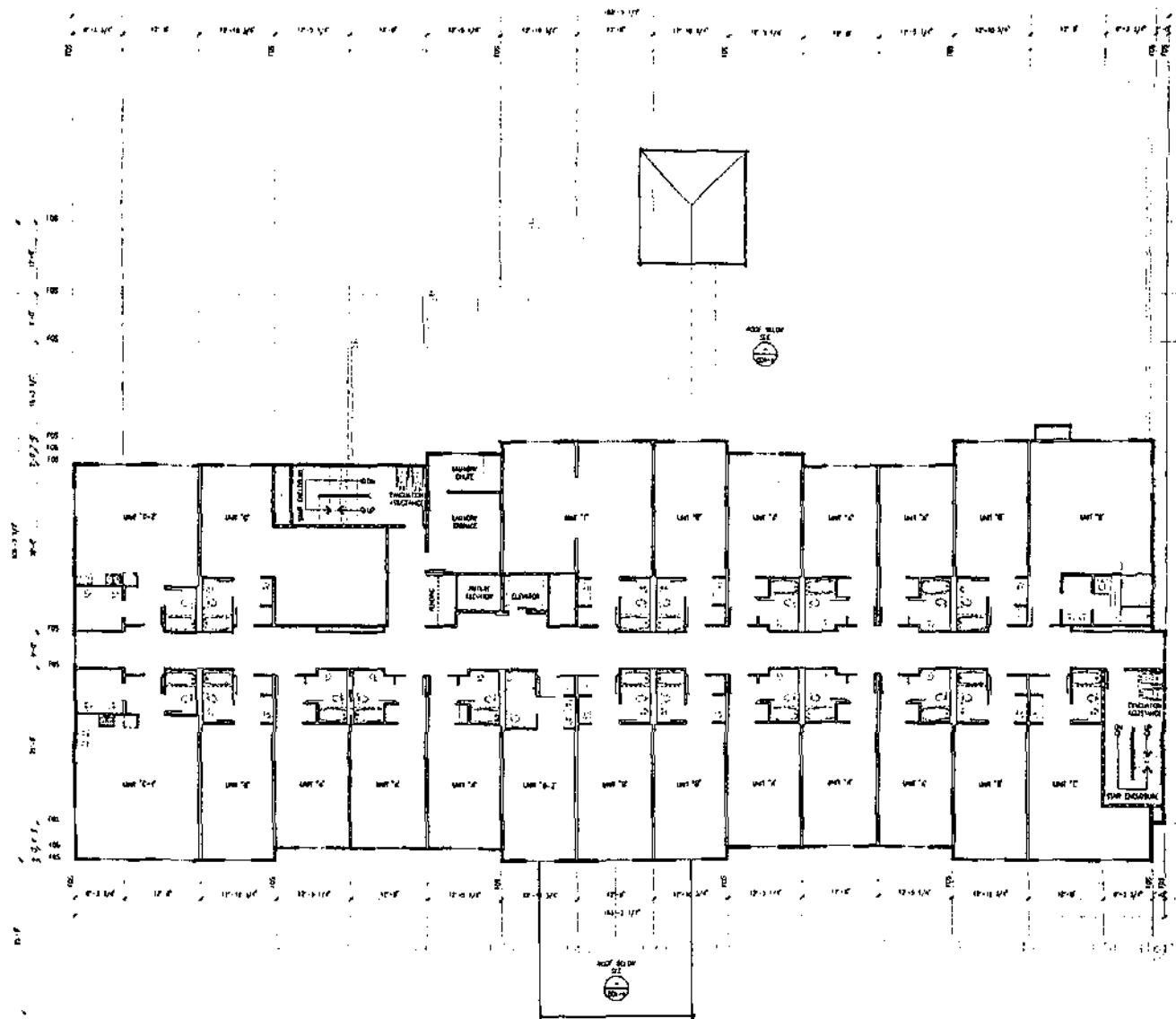


First Floor Plan N.T.S.



Exhibit C-4

The Inn at Gig Harbor
The P & T Partnership ♦ Pacific Design Group

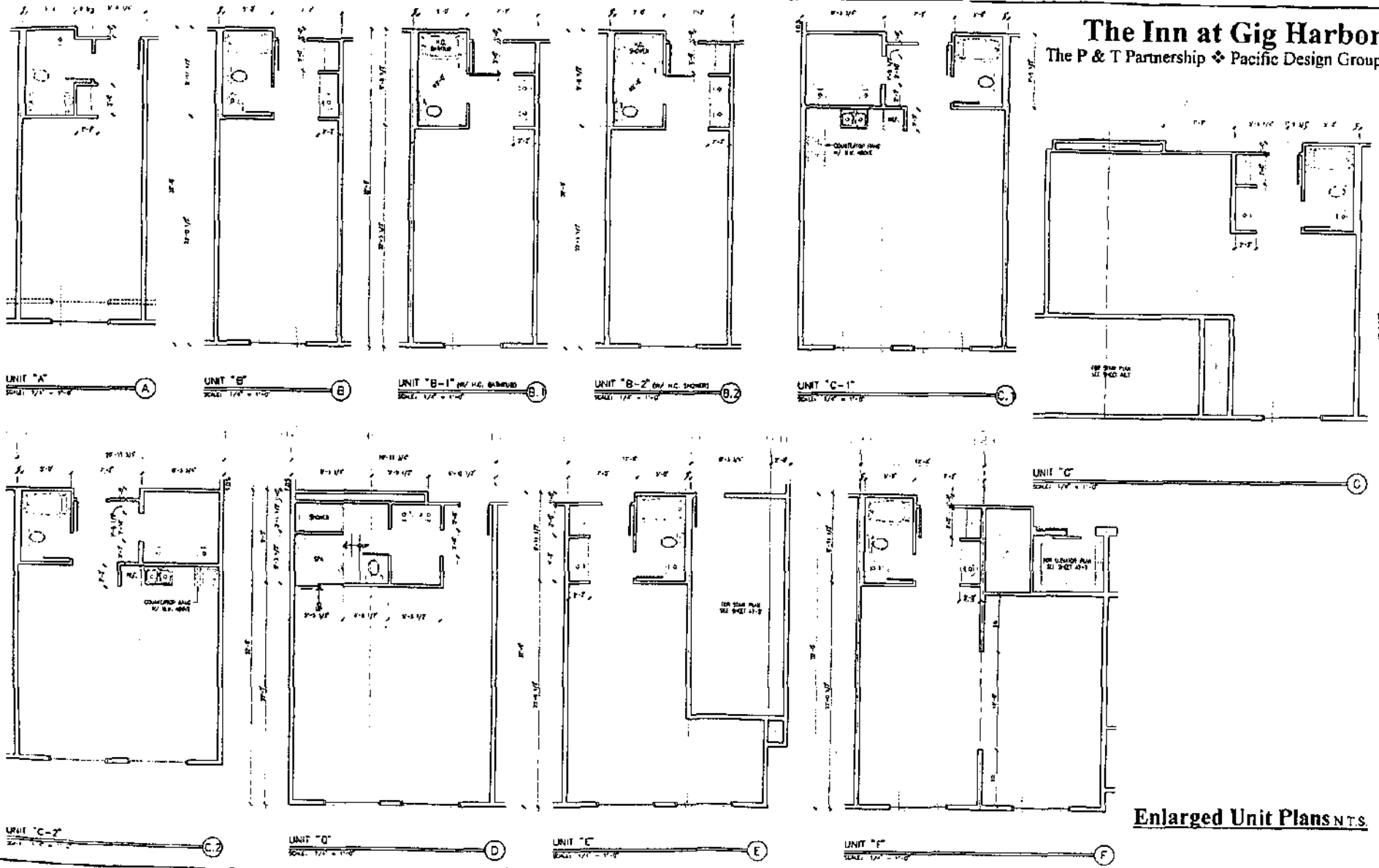


Second Floor Plan N.T.S.
(Third & Fourth Floors Similar)



Exhibit C-5

The Inn at Gig Harbor
 The P & T Partnership ♦ Pacific Design Group

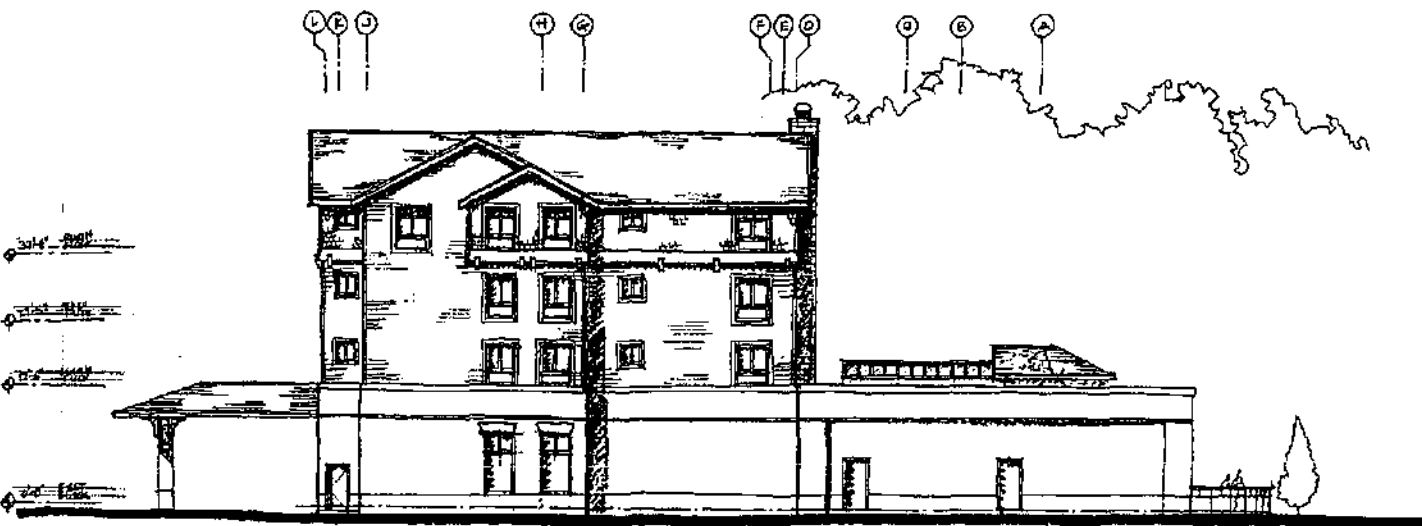


Enlarged Unit Plans N.T.S.

Exhibit C-6

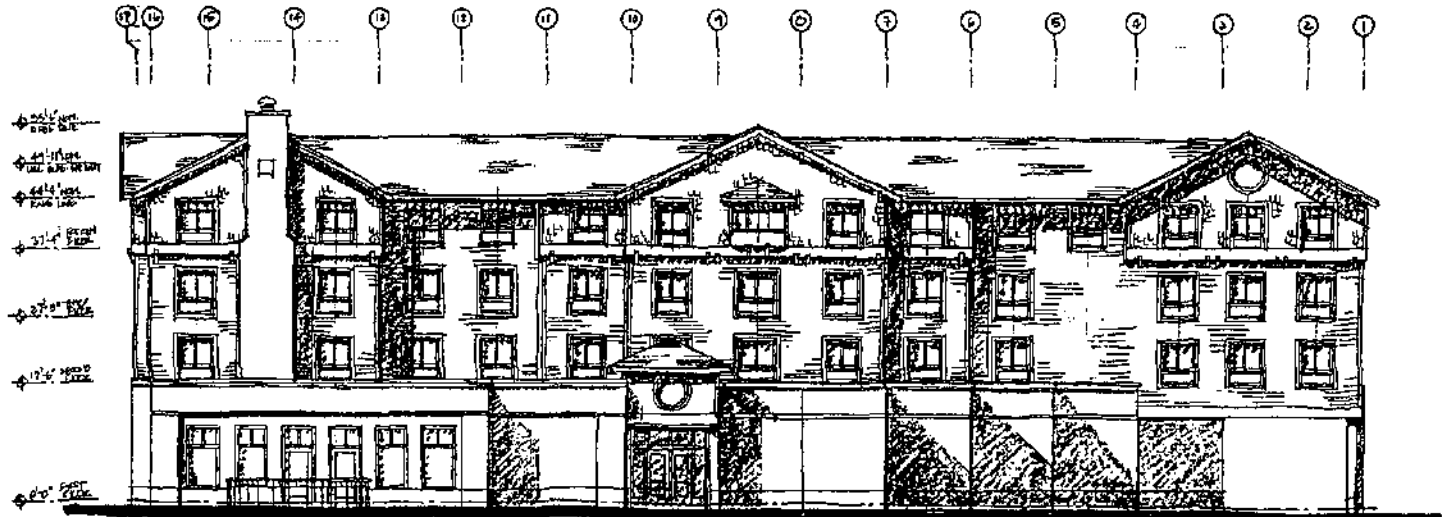
The Inn at Gig Harbor

The P & T Partnership ♦ Pacific Design Group



SOUTH ELEVATION (15'-0" x 15'-0") 6-17-76
 ARCHITECTURE BY P.T. PARTNERSHIP

Building Elevations N.T.S.



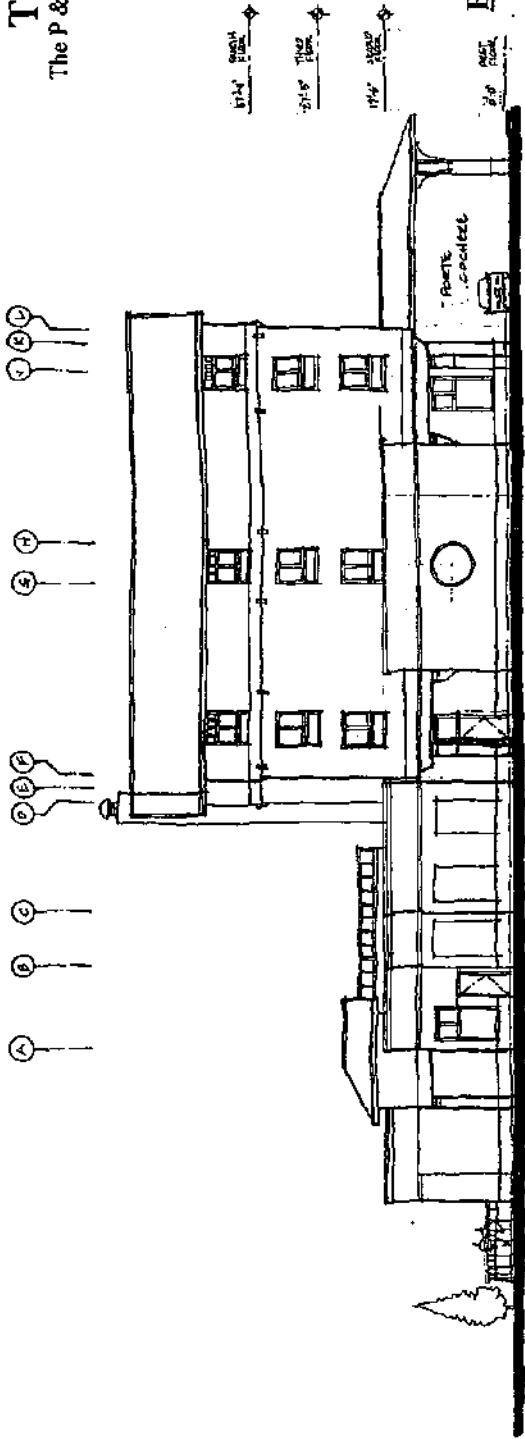
EAST ELEVATION (15'-0" x 15'-0") 6-17-76
 ARCHITECTURE BY P.T. PARTNERSHIP

Exhibit C-7

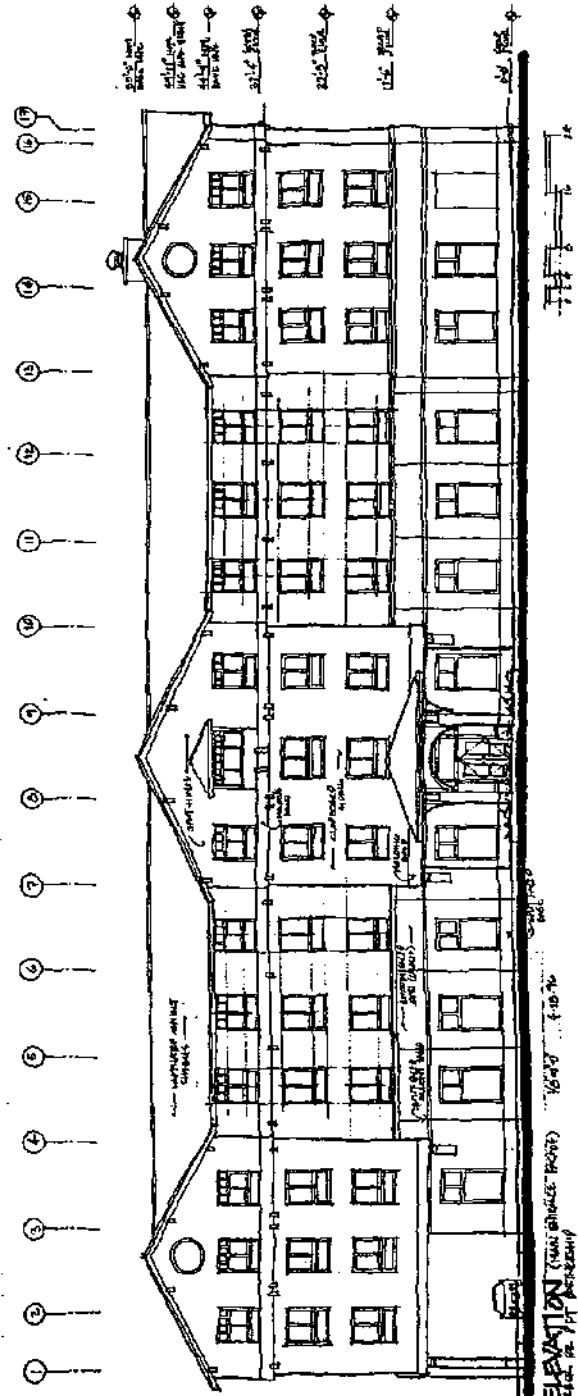
The Inn at Gig Harbor

The P & T Partnership ♦ Pacific Design Group

Building Elevations N.T.S.

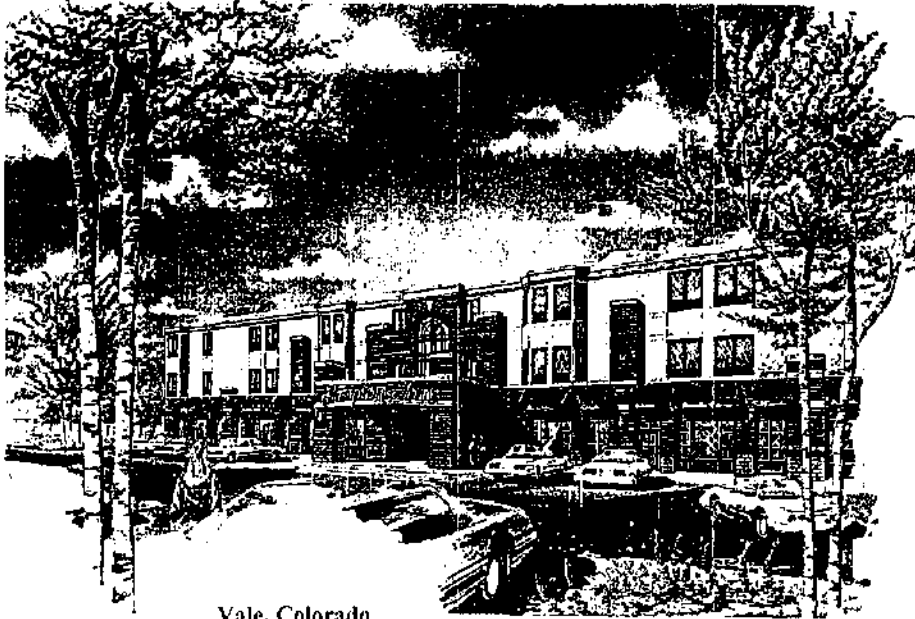


North Elevation 7/15/04 4:00 PM
Scale: 1/8" = 1'-0"



West Elevation (from bridge road) 7/15/04 4:00 PM
Scale: 1/8" = 1'-0"

The Inn at Gig Harbor
The P & T Partnership ❖ Pacific Design Group



Vale, Colorado
Proposed 65 Unit Hotel



Park City, Utah
Proposed 80 Unit Hotel

Similar Hotel Projects

For your information, we have included the above two examples of recent hotel designs for projects similar in program and setting as the proposed Inn at Gig Harbor. The Park City, Utah project is a four-story building with a pitched roof (nominal 55 foot ridge line) and could be constructed on our site within the zoning requirements of the Westside Commercial Zone as a Conditional Use. The Vale, Colorado project is a three-story building with a flat roof (nominal 35 foot parapet line) and could be constructed on our site within the zoning requirements of the Westside Commercial Zone as an Outright Allowed Use.

In comparing the two designs, we strongly favor the Park City design direction as a good example of a contemporary hotel that incorporates architectural forms and elements appropriate to its setting. In contrast, the Vale project design, while meeting a reduced height requirement due to view constraints ordinances, is not a direction favored by the partnership for development of the Inn at Gig Harbor. If a Conditional Use 'permit' is not granted for the increased height as allowed by the Municipal Code, the P & T Partnership may be required to reluctantly pursue a similar design direction as the Vale project to allow for development of the site as a limited service hotel facility.

The Inn at Gig Harbor

The P & T Partnership ♦ Pacific Design Group

Preliminary Project Information

Project: The Inn at Gig Harbor
Client: The P & T Partnership
Address: 3211 56th Street N. W.
 Gig Harbor, Washington 98335
Parcel No.: 0221176020, 0221176021, & 0221172092

Zone: Urban Growth Area Community Center (Pierce County)
 Westside Commercial Zone (Gig Harbor Municipal Code)

Setbacks: SR 16 = 25 ft
 Rear = 0 ft
 Interior = 0 ft

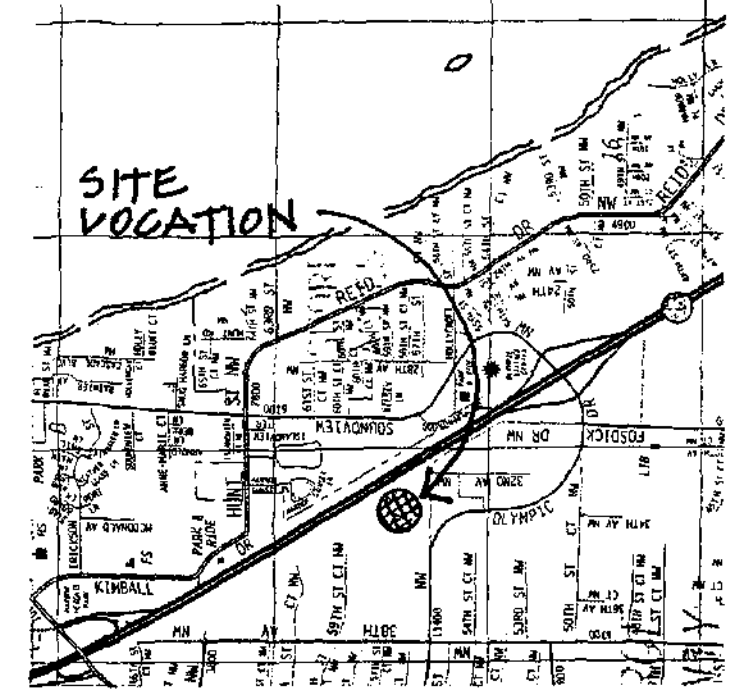
Zone Height: 60 ft allowable > 54'-6" nominal proposed.

Occupancy: Group A-3: Assembly < 300 w/out legitimate stage.
 Group R-1: Hotels.

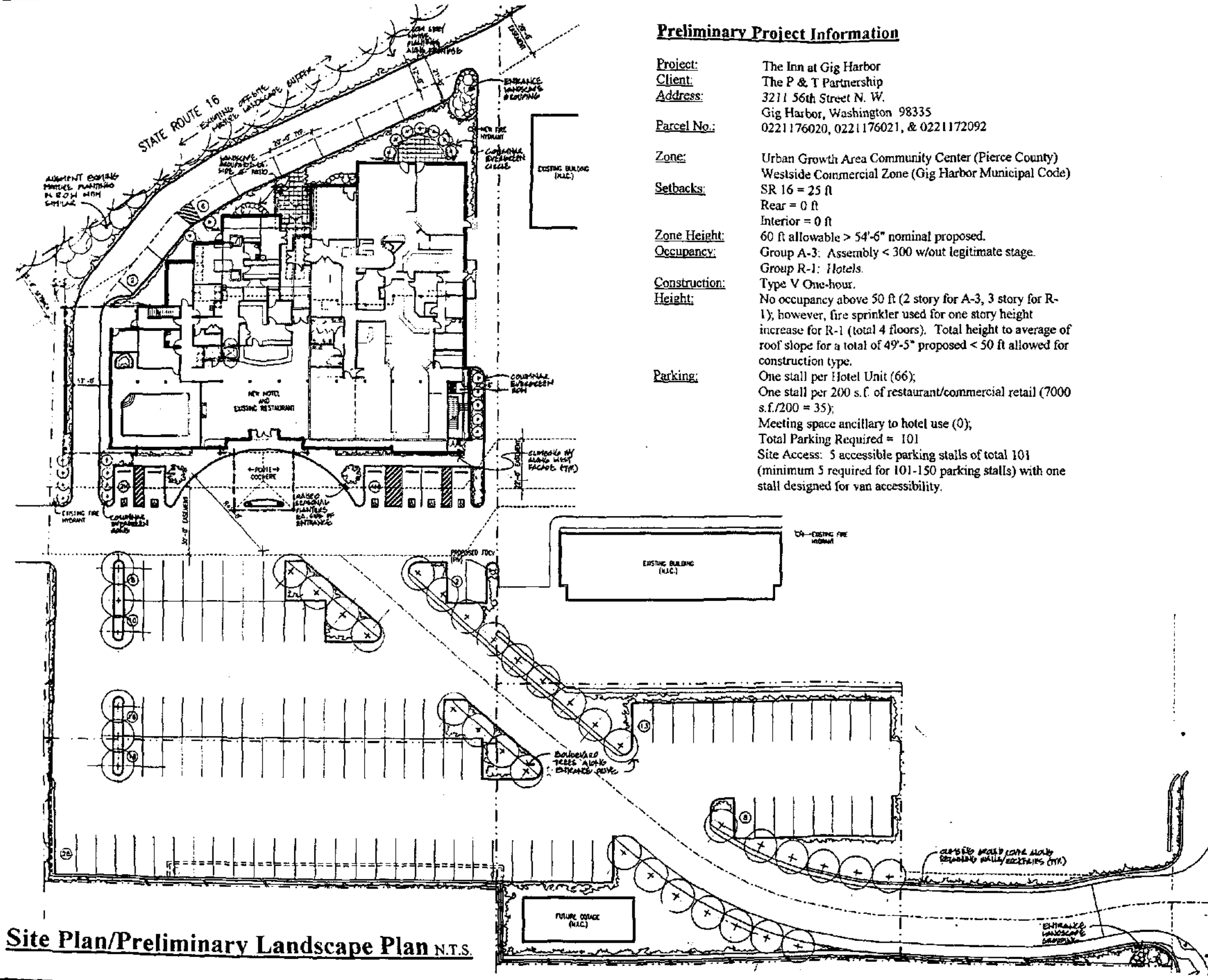
Construction: Type V One-hour.

Height: No occupancy above 50 ft (2 story for A-3, 3 story for R-1), however, fire sprinkler used for one story height increase for R-1 (total 4 floors). Total height to average of roof slope for a total of 49'-5" proposed < 50 ft allowed for construction type.

Parking: One stall per Hotel Unit (66);
 One stall per 200 s.f. of restaurant/commercial retail (7000 s.f./200 = 35);
 Meeting space ancillary to hotel use (0);
 Total Parking Required = 101
 Site Access: 5 accessible parking stalls of total 101 (minimum 5 required for 101-150 parking stalls) with one stall designed for van accessibility.



Vicinity Map N.T.S.



Site Plan/Preliminary Landscape Plan N.T.S.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Ray Gilmore, Director, Planning-Building Department
DATE: June 5, 1996
SUBJ.: Proposed Amendment to Chapter 13.34 - Water and Sewer Service
Outside of the City Limits

INTRODUCTION/SUMMARY

Based upon discussion at a previous worksession with the city council, a proposed amendment to the City's Utility Extension Agreement Ordinance is submitted for a first reading. The following changes are proposed:

- Eliminating compliance with the city's building code but retaining compliance with the city's fire codes.
- Providing an alternative to the strict application of the city's codes by establishing criteria for approval.

POLICY ISSUES

The proposed change to Chapter 13.34 is intended to provide the Council with more discretion in evaluating a Pierce County approved project respective to the City's various standards. Currently, the ordinance requires compliance with all of the standards of the city's development codes. Recognizing that utility extension agreements are not a permit exercise and consequently do not provide any variance procedure, the proposed amendments would allow more discretion in approving these agreements if the applicant meets the proposed criteria.

The proposed amendment does not offer a blanket absolution from the applicable city's standards. To the contrary, it offers an alternative approach to an applicant in much the same way a project is reviewed as a planned unit development within the city limits.

FISCAL IMPACT

The proposed amendments would not have a fiscal impact.

RECOMMENDATION

This is the first reading of the ordinance. Following the second reading at the next council meeting date, staff recommends adoption of the proposed changes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AND SEWER EXTENSIONS OUTSIDE CITY LIMITS, AMENDING THE REQUIREMENTS FOR SUCH SERVICE TO ALLOW CERTAIN EXCEPTIONS FOR DEVELOPMENTS NOT CONFORMING TO THE CITY'S ZONING CODE, COMPREHENSIVE LAND USE PLAN AND PUBLIC WORKS STANDARDS, AMENDING SECTION 13.34.060(J) OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City is authorized to provide water and sewer service outside the City limits; and

WHEREAS, the conditions under which the City may provide such service are described in chapter 13.34 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council desires to amend the requirement that development or redevelopment of the property requesting such water and/or sewer service comply with all of the City's comprehensive plan, zoning and building codes and public work standards; now, therefore,

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

Section 1. Section 13.34.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.34.060 Utility Extension Agreement. Every applicant for water and/or sewer service outside the city limits, except for municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts making application under GHMC

13.34.070, must agree to sign an agreement with the city, which conditions the provision of the service on the following terms:

* * *

J. Development of Property to Conform to City Code -- Exceptions. The owner shall agree to comply with all requirements of the city's comprehensive land use plan, zoning, ~~and building fire codes~~ and those portions of the city building code which reference the fire code, and the city public works standards when developing or redeveloping the property subject to the agreement. The City Council may grant exceptions to the requirements contained in this subsection only under the following conditions:

1. The applicant must demonstrate that the proposed departure from the City's comprehensive land use plan, zoning code, or public works standards would result in a development which better meets the intent of the applicable provisions of the comprehensive land use plan, zoning code or public works standards, based upon the following criteria:

A) That the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features necessary to insure compatibility with and not inconsistent with the underlying zoning district;

B) That the site for the proposed use relates to streets, adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal;

C) That the proposed use will have no significant adverse effect on existing uses or permitted uses;

D) That the establishment, maintenance and/or conducting of the uses for which the utility agreement is sought will not, under the circumstances of the particular case, be detrimental to the public welfare, injurious to the environment, nor shall the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.

* * *

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

Section 3. 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: June 5, 1996
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

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

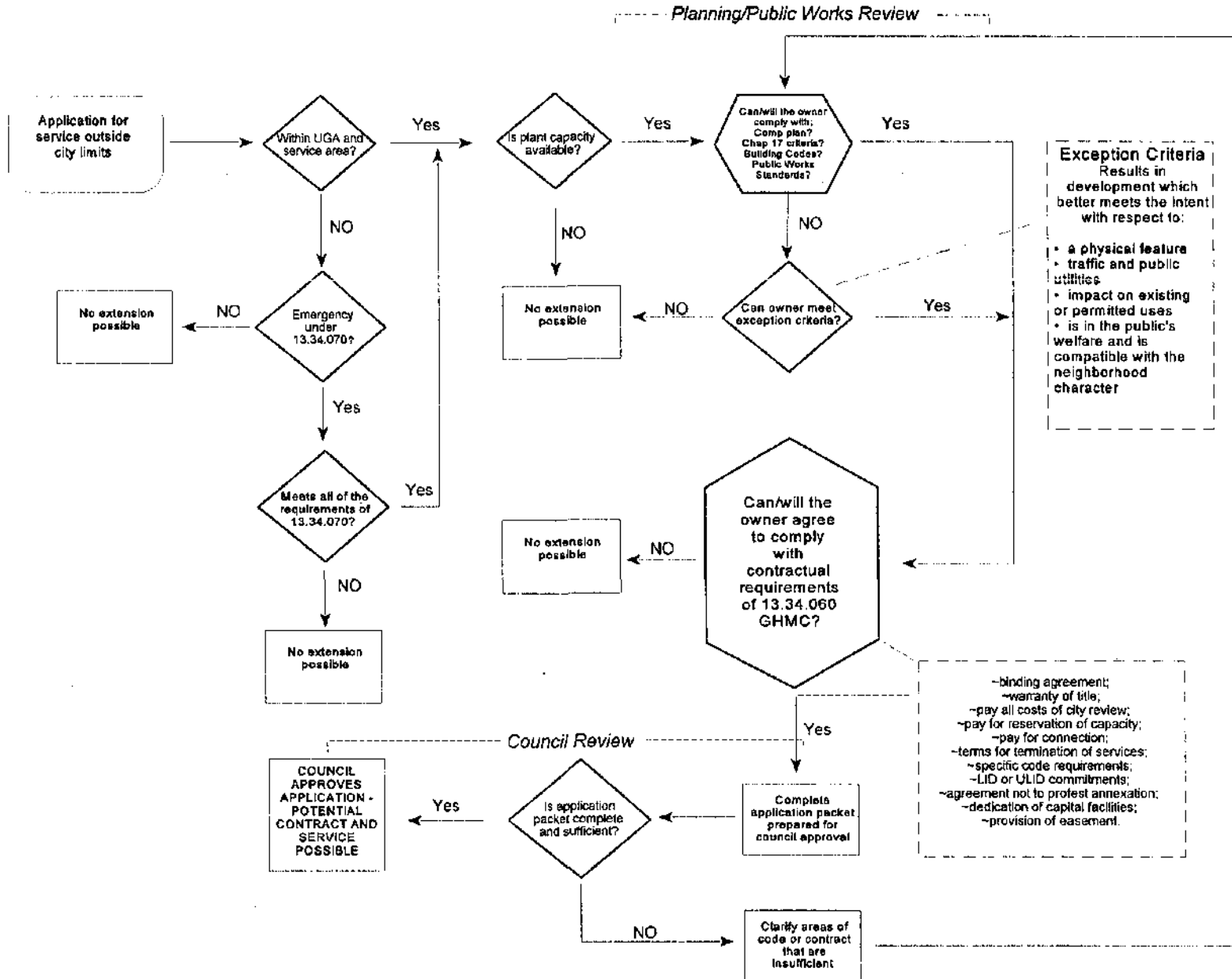
AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AND SEWER EXTENSIONS OUTSIDE CITY LIMITS, AMENDING THE REQUIREMENTS FOR SUCH SERVICE TO ALLOW CERTAIN EXCEPTIONS FOR DEVELOPMENTS NOT CONFORMING TO THE CITY'S ZONING CODE, COMPREHENSIVE LAND USE PLAN AND PUBLIC WORKS STANDARDS, AMENDING SECTION 13.34.060(J) OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 199__.

CITY ADMINISTRATOR, MARK HOPPEN

City of Gig Harbor Utility Extension Contract Decision Tree





City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND THE GIG HARBOR CITY COUNCIL
FROM: Ray Gilmore, Director, Planning-Building Department
DATE: June 5, 1996
SUBJECT: Planning Commission Recommendation --Amendments to City Codes - Wetlands Management Regulations (Chapter 18.08 GHMC); Critical Areas (Chapter 18.12 GHMC); Definitions (Chapter 17.04 GHMC); General "Clean-up Ordinance" (Title 17 GHMC); Introduction and First Reading of Ordinances.

INTRODUCTION

Attached are four ordinances as recommended for approval by the Planning Commission. The ordinances consist of the Wetlands Management Ordinance, the Critical Areas Ordinance, amendments to the definitions section and a general "clean-up" ordinance of Title 17. A detailed explanation of the proposed changes follows.

POLICY ISSUES

A. Wetlands Management

In 1991, the city adopted a wetland management ordinance in compliance with the Growth Management Act. In June of 1992, several amendments were made to the code which altered the wetland classification system and reduced the number of wetland categories from 5 to 4. The purpose of the proposed amendments to the wetland ordinance is to further refine the classification scheme, consistent with the changes made in 1992 and to incorporate several changes which streamline the review process for Type IV wetlands. Also included are changes which reflect recently adopted Title 19 of the GHMC. The policies adopted in 1991 are not changed as a result of the proposed ordinance. A summary of the proposed changes are as follows:

- ◆ Amending definitions for consistency with RCW 36.70B.
- ◆ Renumbering wetland categories to reflect changes made in 1992 to the classification hierarchy.
- ◆ Amending sections on permit processing requirements for consistency with Title 19 of the GHMC.

- ◆ Amending sections which establish permit processing time requirements for consistency with Title 19 GHMC.
- ◆ A waiver of wetland analysis reports for Category IV wetlands (streamways) if the proposed activity provides the required buffer.
- ◆ Deleting the term "maximum" from the buffer requirements section.
- ◆ Deleting Type V category (there are only four categories as a result of the 1992 amendments).
- ◆ Amending variance sections for consistency with Title 19 of the GHMC.
- ◆ Amending enforcement and penalty provisions for consistency with newly adopted Chapter 17.07.

B. Critical Areas Ordinance

In 1991, the city adopted a critical areas ordinance in compliance with the Growth Management Act. The ordinance has essentially remained unchanged. Proposed changes are as follows:

- ◆ Amendments to reflect input of the Washington State Fish and Wildlife Department, letter of November 6, 1995 regarding consistency with WAC 365-190. Please see letter attached. Not all of the comments received have been incorporated into the revised critical areas code. Most notably, the buffer requirements would appear to be a bit extreme and constitute a significant increase over that which is currently required. Without an officially adopted state-wide policy to implement these buffer standards, staff is reluctant to recommend incorporation into the code, given the likelihood that a "taking's issue" would result. Also, the suggested reference to the Priority Habitat Species list is a significant variation from the current standard (which is based upon the GMA Procedural criteria). Additional study in this subject area is warranted.
- ◆ Amendments to sections regarding permit processing and variances to conform to Title 19 of the GHMC.

C. Definitions Section, Chapter 17.04

During the code update in 1995 and the review of the proposed Gig Harbor North land-use performance standards, several concerns were expressed by city legal staff on the need for various definitions. This section addresses those concerns and proposes several use definitions.

D. Clean-up Ordinance

During the last code update, numerous changes were made to the zoning code. During the review process, a few omissions and errors occurred. This ordinance corrects the problems. The changes

consist of:

- ◆ Correct format of 17.28.020
- ◆ Restoring 17.28.030 G (as new subsection "H", which was inadvertently omitted during the update)
- ◆ Redrafting 17.46/48/50.040 footnotes for correction and clarity
- ◆ Correcting 17.65.020
- ◆ Deleting 17.65.050 E and reformatting this section
- ◆ Amending section 17.96.050 to include traffic studies as part of application requirements.
- ◆ Repealing Chapter 17.58, Westside Commercial Zoning District (previously proposed in 1995 by the Planning Commission).
- ◆ Repealing Section 17.16.080 (Height Variance Procedures, R-1 District; the height variance procedure was not approved by the Council during the last major update. Section 17.16.080 was inadvertently left in the final ordinance).

FISCAL IMPACT

There will not be a fiscal impact to the City as a result of the revised and updated regulations.

RECOMMENDATION

The Planning Commission, following its public hearing on May 30, 1996, recommended on a unanimous vote, that the proposed code amendments be approved by the city council. The Planning Commission's findings for approval are incorporated into the findings of the respective ordinances.

This is the first reading of the ordinance. A public hearing on the proposed changes is scheduled for the second and final reading at the June 24 Council meeting.

Summary of Proposed Changes to City Development Codes
Planning Commission Recommendation

Title 17 (Zoning)

1. *New Definitions (Chapter 17.04)*

- Commercial Family Day Care facilities
- Computer assembly plants
- Courier services
- Commercial Photography
- Distribution facilities
- Banks and financial institutions
- Museums and art galleries
- Performing arts centers
- Public facilities
- Reprographic services
- Research and development facilities
- Retirement complex
- Vocational, trade and business schools

2. Restoring delicatessens as a conditional use in the RB-1 district.

3. Adding residences as a conditional use in the B-2 (Retail) district.

4. Reformatting and clarifying the application of standards for under sized lots, corner lots and density bonus options in the WR, WM and WC districts.

5. Reformatting Special Use Permits section and eliminating the maximum area requirement of 28 square feet for special uses.

6. Including the requirement for the submittal of a traffic impact study for projects which generate more than ten peak hour trips as part of an application for site plan review.

7. Requiring the names and addresses of property owners within three hundred feet of a proposed project site as part of the requirements for a complete application for site plans, variances and conditional uses (NOTE: this is also a requirement for project public notification under Title 19 of the Gig Harbor Municipal Code.

8. Repealing Chapter 17.58 (Westside Commercial District) of the Gig Harbor Municipal Code (NOTE: this was previously recommended for deletion by the Planning Commission in 1995, but was inadvertently left out of the final ordinance adopted by the City Council).

9. Repealing section 17.16.080, which refers to section 17.66.025(height variance

procedure). Section 17.66.025 was not adopted. Repealing 17.16.080 is a correction.

Title 18 (Environmental Policy)

A. Chapter 18.08 (Wetlands)

1. Amending definitions for consistency with the regulatory reform act of 1995.
2. Reformatting of wetland categories (correction for amendments adopted in 1992).
3. Amending permit procedures for consistency with Title 19 of the GHMC.
4. Eliminating report requirements for Category IV (streams) wetlands if minimum stream-way buffers are established
5. Repealing sections on hearing examiner reconsideration for consistency with Title 19 of the GHMC.

B. Chapter 18.12 (Critical Areas)

1. Updating permit procedures for consistency with Title 19 of the GHMC and the Regulatory Reform Act of 1995.
2. Amending definitions of fish and wildlife habitat for consistency with WAC 365-190.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ZONING AND LAND USE AND WHICH PROVIDES NEW DEFINITIONS; ADDING NEW SECTIONS 17.04.090, 17.04.240, 17.04.242; 17.04.255, 17.04.262, 17.04.275, 17.04.602, 17.04.553, 17.04.656, 17.04.692, 17.04.693, 17.04.695, 17.04.697, 17.04.699, 17.04.705, AND 17.04.875.

WHEREAS, Title 17 of the GHMC was revised in January of 1996 as part of the City's development regulations update under the Growth Management Act; and,

WHEREAS, there are numerous activities and uses which are described within the code but which are not defined; and,

WHEREAS, it is deemed necessary and in the public interest to provide clear definitions to activities and uses which are listed in the various sections of the code.

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

Section 1. A new Section 17.04.240 is hereby added to read as follows:

Commercial Family Day Care facilities - A commercial family day care facility is a business that provides child care for more than 12 children on a daily basis.

Section 2. A new Section 17.04.255 is hereby added to read as follows:

Computer assembly plants - Those uses which are classified as industry group 357 in the *Standard Industrial Classification Manual (SICM)*, 1987 edition or as amended.

Section 3. A new Section 17.04.262 is hereby added to read as follows:

Courier services - Those uses which are classified as group 4215 in the *Standard Industrial Classification Manual (SICM)*, 1987 edition or as amended.

Section 4. A new Section 17.04.242 is hereby added to read as follows:

Commercial Photography - Establishments engaged in providing commercial photography including cinematography and video productions facilities services for advertising agencies, publishers and other business and industrial users.

Section 5. A new Section 17.04.275 is hereby added to read as follows:

Distribution facilities - Those uses which are classified as group 4212 in the *Standard Industrial Classification Manual* (SICM), 1987 edition or as amended.

Section 6. A new Section 17.04.090 is hereby added to read as follows:

Banks and financial institutions - Banks and financial institutions are those uses which are classified in major group 60, 61 and 62 in the *Standard Industrial Classification Manual* (SICM), 1987 edition or as amended.

Section 7. A new Section 17.04.553 is hereby added to read as follows:

Mail and packaging facilities - Retail facilities which provide mail and package services to the general public.

Section 8. A new Section 17.04.602 is hereby added to read as follows:

Museums and art galleries - A museum is a facility which displays artifacts or items of a historically important nature or which is culturally significant.

Section 9. A new Section 17.04.656 is hereby added to read as follows:

Performing arts centers - A performing arts center consists of a structure or group of structures which provides "live" entertainment for the general public of all ages. Included within this definition are outdoor "live" theaters and stage events. Excluded from this definition are indoor and outdoor movie theaters.

Section 10. A new Section 17.04.692 is hereby added to read as follows:

Public facilities - A public facility is structure or grouping of structures or use of land which is owned or operated by a public institution, either city, county state or federal.

Section 11. A new Section 17.04.693 is hereby added to read as follows:

Publishing and printing - Wholesale facility which manufactures printed material and includes design, layout, printing, distribution and storage facilities on the same site as the printing facility.

Section 12. A new Section 17.04.695 is hereby added to read as follows:

Religious worship, houses of - A house of religious worship consists of a structure or structures of which the principal purpose is religious worship and for which the principal building or other structure contains a sanctuary or principal place of worship. Included within this definition is the term "church", and accessory uses in separate buildings or structures including religious educational classrooms, assembly rooms, kitchen, library room or reading room, recreation hall and one single family dwelling unit, but excluding facilities for residence or for training of religious orders.

Section 13. A new Section 17.04.697 is hereby added to read as follows:

Reprographic - Reprographic services - Commercial copying, photography and printing of documents, maps, drawings, etc.

Section 14. A new Section 17.04.699 is hereby added to read as follows:

Research and development facilities - A research and development facility means an enterprise devoted to the analysis, design and development of a product, compound or group of compounds capable of being assembled into a finished or semifinished product, and excludes any manufacturing, wholesale or retail sales of a product or products.

Section 15. A new Section 17.04.705 is hereby added to read as follows:

Retirement complex - A retirement complex is a facility which provides residential living accommodations for older adults and may include assisted living accommodations and on-site health and nursing care.

Section 16. A new Section 17.04.875 is hereby added to read as follows:

Vocational, trade and business schools - Educational facilities which can be either public or private and which offer a curriculum toward a degreed skill or practice.

Section 17. 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 18. 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 _____, 1996, 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 ZONING AND LAND USE AND WHICH PROVIDES NEW DEFINITIONS; ADDING NEW SECTIONS 17.04.090, 17.04.240, 17.04.242; 17.04.255, 17.04.262, 17.04.275, 17.04.602, 17.04.553, 17.04.655, 17.04.692, 17.04.693, 17.04.695, 17.04.697, 17.04.699, 17.04.705, AND 17.04.875.

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

DATED this ____ day of _____, 1996.

CITY ADMINISTRATOR, MARK HOPPEN

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ZONING AND LAND USE AND WHICH CLAIRIFIES AND CORRECTS RECENT AMENDMENTS TO TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE; AMENDING CHAPTER 17.36 GHMC TO PERMIT RESIDENCES AS A CONDITIONAL USE; AMENDING SECTIONS 17.28.030; 17.36.030; 17.46.040; 17.48.040; 17.50.040; 17.64.015; 17.65.020; 17.65.050; 17.66.015; 17.96.050 and 17.96.070; AND REPEALING CHAPTER 17.58 AND SECTION 17.16.080 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Title 17 of the GHMC was revised in January of 1996 as part of the City's development regulations update under the Growth Management Act; and,

WHEREAS, several adjustments are deemed necessary in order to restore language that was inadvertently deleted or to delete chapters which the planning commission recommended for deletion; and,

WHEREAS, revisions are deemed necessary in order to correct conflicting language or standards and to clarify the intent of the code; and,

WHEREAS, it is reasonable that residential units be conditionally permitted in a B-2 general business district; and,

WHEREAS, permit application requirements need to be updated to reflect currently policy and regulations regarding traffic study analysis for project proposals.

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

Section 1. Section 17.28.030 of the Gig Harbor Municipal code is hereby amended to read:

* * *

H. Food stores or delicatessens; provided:

1. It is situated on the street level in an office building.
2. It does not exceed 800 square feet in floor area.
3. There are no outside sales or storage, and
4. The hours of operation are limited to 16 hours per day.

* * *

Section 2. Section 17.36.030 is hereby amended to read as follows:

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

- A. Utilities and public service uses such as libraries, electrical substations, water storage facilities, etc.;
- B. Light manufacturing and assembly;

- C. Miniwarehouses;
- D. Recreational buildings and community centers;
- E. Drive-in restaurants; and
- F. Radio and television transmission towers.
- G. Residences

Section 3. Section 17.46.040 of the GHMC is hereby amended to read as follows:

* * *

	Single Family	Duplex	Nonresidential
A. ¹ Minimum lot area (square feet):	7,000	14,000	12,000
B. Minimum lot width:	70 feet	50 feet	50 feet
C. ² Minimum front yard:	20 feet	20 feet	20 feet
D. Minimum side yard:	10 feet	10 feet	10 feet
E. Minimum rear yard:	25 feet	25 feet	25 feet
F. Minimum Yard Abutting Tidelands:	0 feet	0 feet	0 feet
G. Maximum site impervious coverage:	40 %	45 %	50 %
H. ³ Maximum Density:	3 dwelling units per acre		

¹ An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

² In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.
~~An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.~~

³ Density bonus of up to 30 % may be granted subject to the requirements of Chapter 17.896 (Planned Residential District).

* * *

Section 4. Section 17.48.040 of the GHMC is hereby amended to read as follows:

* * *

	Single Family	Duplex	Nonresidential
A. ¹ Minimum lot area (square feet):	6,000	6,000/unit	15,000
B. Minimum lot width:	50 feet	100 feet	100 feet
C. ² Minimum front yard:	20 feet	20 feet	20 feet
D. Minimum side yard:	8 feet	10 feet	10 feet
E. Minimum rear yard:	25 feet	25 feet	25 feet
F. Minimum Yard Abutting Tidelands:	0 feet	0 feet	0 feet

G.	Maximum site impervious coverage:	50 %	55%	70%.
H.	²³ Maximum Density:	3.5 dwelling units per acre		
I.	Maximum Floor Area	N/A	N/A	3,500 square feet per lot

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

⁴²In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties in the opinion of the planning and public works directors. ~~An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.~~

²³Density bonus of up to 30 % may be granted subject to the requirements of Chapter 17.896 (Planned Residential District).

* * *

Section 5. Section 17.50.040 of the GHMC is hereby amended to read as follows:

* * *

		Single Family Dwelling	Attached up to 4 unit	Non residential	
B.	A.	¹ Minimum lot area (square feet)	6,000	6,000/unit	15,000
		Minimum lot width	0 feet	100 feet	100 feet
	C.	⁴² Minimum front yard		20 feet	20 feet
	D.	Minimum side yard	8 feet	10 feet	10 feet
	E.	Minimum rear yard	25 feet	25 feet	25 feet
	F.	Minimum Yard Abutting Tidelands	0 feet	0 feet	0 feet
	G.	Maximum site impervious coverage	50 %	55%	70%.
	H.	²³ Maximum Density	3.5 dwelling units per acre		

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

⁴²In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors. ~~An undersized lot or parcel shall qualify as a building site if such lot is a lot of record. An undersized lot shall qualify as a building site if such lot is a lot of record at the time this chapter became effective. Recognizing the existence of such parcels, the development standards are adjusted to grant relief as to minimum lot size and minimum lot width only.~~

~~²³Density bonus of up to 30 % may be granted subject to the requirements of Chapter 17.96 (Planned Residential District).~~

* * *

Section 6. Section 17.65.020 of the Gig Harbor Municipal code is hereby amended to read:

* * *

A. Complete Application. In addition to the requirements in Section 19.02.002, the following requirements must be met for a complete application:

1. Signed and dated application form for a Special Use Permit.
2. Written statement of justification for approval of the Special Use Permit which meets the criteria in Section 17.65.040050
3. A map showing the proposed location of the requested use.
4. The original and three copies of all documents.

* * *

Section 7. Section 17.65.050 of the Gig Harbor Municipal code is hereby amended to read:

* * *

~~E. The maximum occupied site area shall not exceed 28 square feet in area;~~

E.F. The special use may not operate more than 7 events during the authorized period. An event is equal to one 12-hour period per day;

~~E.G.~~ A request for more than two special use permits per calendar year ~~or any use which occupies more than 28 square feet in area~~ shall not be considered as a special use and may only be authorized as a conditional use, subject to the requirements in Chapter 17.64.

* * *

Section 8. Section 17.64.015 is hereby amended as follows:

Complete Application. An application for a conditional use permit is considered complete upon submittal of the information as required under Chapter 17.96.050(B) through (D) and (L), including the written statement of justification for granting the variance pursuant to the requirements of Chapter 17.64.040. This is in addition to the application requirements of Section 19.02.002 for a Type III application. Seven copies of all information required shall be submitted along with the processing fee.

Section 9. Section 17.66.015 is hereby amended as follows:

Complete Application. An application for a general variance is considered complete upon submittal of the information as required under Chapter 17.96.050(B) through (D) and (L), including the written statement of justification for granting the variance pursuant to the requirements of Chapter 17.66.030(B). This is in addition to the application requirements of Chapter 19.02.002 for a Type III application. An application for an administrative variance shall contain the information required for a general variance, but shall include a written statement of justification for granting the variance pursuant to the requirements of Chapter 17.66.020(A).

Section 10. Section 17.96.050 of the Gig Harbor Municipal Code is hereby amended as follows:

* * *

G. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site, the size and location of all driveways, streets and roads with proposed width and outside

turning radius, the location, size and design of parking and loading areas, and existing and proposed pedestrian circulation system. If a project would generate more than ten (10) peak hour trips, a traffic impact study prepared by a qualified transportation planner or professional engineer shall be submitted;

* * *

~~L. Any other information deemed pertinent by the city staff.~~ A listing of the names and addresses of property owners of record within three hundred feet of the project property, including pre-printed labels bearing the names and addresses of the property owners of record within three hundred feet of the project property.

* * *

Section 11. Section 17.96.070 is hereby amended to read as follows:

17.96.070 Duration of approval.

Construction on the project must commence within 24 months from the date of final council action by the city; otherwise, the approval of the project becomes null and void.

Section 12. Chapter 17.58 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 17.16.080 of the Gig Harbor Municipal Code is hereby repealed.

Section 14. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 15. Effective Date. This ordinance 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 _____, 1996, 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 ZONING AND LAND USE AND WHICH CLAIRIFIES AND CORRECTS RECENT AMENDMENTS TO TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE; AMENDING CHAPTER 17.36 GHMC TO PERMIT RESIDENCES AS A CONDITIONAL USE; AMENDING SECTIONS 17.28.030; 17.36.030; 17.46.040; 17.48.040; 17.50.040; 17.64.015; 17.65.020; 17.65.050; 17.66.015; 17.96.050 and 17.96.070; AND REPEALING CHAPTER 17.58 AND SECTION 17.16.080 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 1996.

CITY ADMINISTRATOR, MARK HOPPEN

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO WETLANDS MANAGEMENT, CORRECTING CHAPTER 18.08 OF THE GHMC TO REFLECT PRIOR AMENDMENTS AND UPDATING THE ORDINANCE FOR CONFORMANCE WITH THE REGULATORY REFORM ACT, CHAPTER 36.70B RCW, AND TITLE 19 OF THE GIG HARBOR MUNICIPAL CODE; AMENDING SECTIONS 18.08.030; 18.08.040; 18.08.060; 18.08.070; 18.08.100; 18.08.140; 18.08.170; 18.08.200; 18.08.220; REPEALING SECTIONS 18.08.190, 18.08.250.

WHEREAS, the City is updating its environmental codes to provide continuity and consistency with the Regulatory Reform Act (RCW 36.70B) and newly adopted Title 19 of the Gig Harbor Municipal Code; and,

WHEREAS, Chapter 18.08 (Wetland Management Regulations) was amended in 1991 to reflect changes in city policy regarding wetland classifications; and,

WHEREAS, further housekeeping changes are needed to accurately reflect the previous change in the wetlands classification system; and,

WHEREAS, changes are required to reflect new administrative procedures for enforcement and permit processing.

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

Section 1. Section 18.08.030 is hereby amended to read as follows:

GG. "Wetland" or "wetlands" means areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, retention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street or highway. However, Wetlands include those artificial wetlands intentionally created from nonwetland areas created to mitigate conversion of wetlands.

Section 2. Section 18.08.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.08.040 Wetland classification guidelines/ ratings.

A wetland rating and classification shall be established based upon the completion of a delineation report prepared by a wetland specialist to determine boundary, size, function and value. Guidelines for preparing a wetland delineation report are defined in GHMC 18.08.070 and the 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands, as now or hereafter amended in use as of January 1, 1995 by the U.S. Army Corps of Engineers.

A. Wetlands shall be classified as Category I, II, III, and IV~~and V~~, in accordance with the following criteria:

~~1. Category I.~~

- ~~a. Documented habitat for endangered or threatened plant, fish or animal species or for potentially extirpated plant species recognized by state or federal agencies, or~~
- ~~b. High quality native wetland communities, including documented Category I or II quality natural heritage wetland sites and sites which qualify as a Category I or II quality natural heritage wetland, or~~
- ~~c. High quality, regionally rare wetland communities with irreplaceable ecological functions, including sphagnum bogs and fens, estuarine wetlands, or mature forested swamps; or~~

1.2. Category H I.

- ~~a. Regulated wetlands that do not contain features outlined in Category I, and~~
- ~~a.b. Documented habitats for sensitive plant, fish or animal species recognized by federal or state agencies, or~~
- ~~b.e. Regionally rare wetland communities which are not high quality, but which have irreplaceable ecological functions, including sphagnum bogs and fens, estuarine wetlands, or mature forested swamps, or~~
- ~~c.d. Wetland types with significant functions which may not be adequately replicated through creation or restoration. These wetlands may be demonstrated by the following characteristics:~~

- ~~i. Significant peat systems, or;~~
- ~~ii. Forested swamps that have three canopy layers, excluding monotypic stands of red alder averaging eight inches diameter or less at breast height, or;~~
- ~~iii. Significant spring fed systems, or~~

~~d.e. Wetlands with significant habitat value based on diversity and size, including wetlands which are:~~

- ~~i. Ten acres or greater in size; and two or more wetland classes together with open water at any time during a normal year, or~~
- ~~ii. Ten acres or greater in size; and three or more wetland classes; and five or more subclasses of vegetation in a dispersed pattern, or~~

iii. Five acres or greater in size; and 40 to 60 percent open water at any time during a normal year; and two or more subclasses of vegetation in a dispersed pattern, or

~~e.f.~~ Regulated wetlands which are contiguous with both year-round and intermittent salmonid fish-bearing waters, or

~~f.g.~~ Wetlands with significant use by fish and wildlife.

~~2.3.~~ Category III. Regulated wetlands that do not contain features outlined in Category I ~~or II~~ or III.

~~3.4.~~ Category III.

a. Regulated wetlands which do not meet the criteria of a Category I or II wetland and which are greater than 10,000 square feet in area; and

b. Hydrologically isolated wetlands that are greater than 10,000 square feet but less than or equal to one acre in size, and have only one wetland class, and have only one dominant plant species (monotypic vegetation).

c. Hydrologically isolated wetlands less than 10,000 square feet in area which contain a rare or unique species or which have significant biological function and value.

~~4.5.~~ Category IV Criteria.

a. All streams designated as Type 3 - 5 waters by the Department of Natural Resources, Forest Practices Rules and Regulations pursuant to WAC 222-16-020 and 222-16-030.

Section 3. Section 18.08.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.08.060 Exemptions.

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

C. Activities affecting a hydrologically isolated wetland, if the functional wetland size is less than 2,500 square feet, except that such activities shall comply with the city flood hazard construction code and the city storm drainage management plan;

Section 4. Section 18.08.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

B. Permit Requirements. No separate application or permit is required to conduct regulated activities within a wetland or its associated buffer. Review of regulated activities within a wetland and buffers is subject to the permit processing procedure for the required permit type as defined under Title 19 of the Gig Harbor Municipal Code. The department

shall utilize existing environmental review procedures, city SEPA Ordinance, Chapter 18.04 GHMC, to assess impacts to wetlands and impose required mitigation. Department review of proposed alterations to wetlands and buffer areas and a mitigation plan may be required prior to issuance of a SEPA determination by the city's responsible official.

D. Prior to submittal of a wetland delineation report, recommendation on wetland category, proposed alterations to wetlands and buffer areas, or mitigation plan, the ~~department applicant may require~~ request a prefiling conference with the applicant in accordance with the procedures established in Section 19.02.001. ~~The purpose of the conference is to determine the materials which must be submitted, timing of submittals and to provide additional information.~~

E. Request for Official Determination. A request for an official determination of whether a proposed use or activity at a site is subject to this chapter must be in writing and made to the city office of community development. The request can be accompanied by a SEPA environmental checklist. The request shall contain plans, data and other information in sufficient detail to allow for determination, including a wetland delineation report. The applicant shall be responsible for providing plans and the wetland delineation report to the department. ~~Upon review of the submitted material and within 45 days of submittal, the department shall request any additional information it determines necessary to properly evaluate the wetland delineation, functions and values, proposed mitigation and other information related to wetlands associated with the proposal.~~

F. A wetland analysis report shall be submitted to the department for review of a proposal for activity which lies within a wetland, or within 150 feet of a wetland. The purpose of the wetland analysis report is to determine the extent and function of wetlands to be impacted by the proposal. This analysis and report may be waived for Category IV wetlands if the proposed activity includes the required minimum streamside buffer as established under Section 18.08.100.

I. If alteration of a wetland or buffer is proposed, a wetland mitigation plan shall be ~~required to be submitted pursuant to requirements of this chapter, subsequent to staff review of the wetland analysis report. In no event will a mitigation plan be required prior to a determination of whether a designated wetland is present on a site.~~

Section 5. Section 18.08.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

A. Following the department's determination of the category for a wetland associated with a proposal, the department shall determine appropriate buffer widths. Wetland buffer zones shall be evaluated for all development proposals and activities adjacent to wetlands to determine their need to protect the integrity, functions and values of the wetland. All wetland buffer zones are measured perpendicular from the wetland edge as marked in the field. Except

as otherwise permitted by this chapter, they shall consist of an undisturbed area of native vegetation and existing non-native vegetation. The following ~~maximum~~ buffer widths are required:

<u>Wetland Category</u>	<u>Buffer Width</u>
Category I	100 feet
Category II	50 feet
Category III	25 feet
Category IV	Type 3 water: 35 feet
(as measured from ordinary high water)	Type 4 water: 25 feet
	Type 5 water: 15 feet

Section 6. Section 18.08.140 of the Gig Harbor Municipal Code is hereby amended to read as follows:

A. Alteration of Category II, III and IV ~~and V~~ wetlands may be allowed when all significant adverse impacts to wetland functions and values can be shown to be fully mitigated. Criteria to be considered by the applicant or the property owner are:

1. Avoiding the impact altogether by not taking a certain action or parts of actions;
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
4. Compensating for the impact by replacing or providing substitute resources or environments.

Section 7. Section 18.08.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

A. Where wetlands are altered, the applicant shall meet the minimum requirements of this section.

B. When it is proposed to alter or eliminate a wetland and the department is considering the alteration or elimination, the applicant shall be required to replace or preferably enhance the functional and biological values of the affected wetland. The wetland values will be based on an approved evaluation procedure such as Wetlands Evaluation Technique (WET), Habitat Evaluation Procedure (HEP) etc. A reduction in overall wetland acres is allowed if the conditions in subsection E are met. The recommended ratios for replacement/compensation are as established in the following table:

Wetland Type	Replacement Ratio
Category I	(No Alteration or Replacement)

Category II	Forested: 2:1 Scrub/Shrub: 1.5:1 Emergent: 1:1 Open Water: 1:1
Category III	Forested: 1.5:1 Scrub/Shrub: 1:1 Emergent: 1:1 Open Water: 1:1
Category IV	1:1

Section 8. Section 18.08.200 of the Gig Harbor Municipal Code is hereby amended to read as follows:

A. Wetland variance applications are a Type III permit procedure under Title 19 of the GHMC, and shall be considered by the city according to variance procedures described. A complete application for a wetland variance shall consist of the requirements as stated in Chapter 17.66 GHMC, except that required showings for a wetland variance shall be according to subsection (B)(1) of this section. The burden is upon the applicant in meeting the required showings for the granting of a variance.

B. Wetland Variance Application. The examiner shall have the authority to grant a wetland variance from the provisions of this chapter, including variance for buffer widths, when, in the opinion of the examiner, the conditions as set forth below have been found to exist. In such cases a wetland variance may be granted which is in harmony with the general purpose and intent of this chapter.

1. Required Showings for a Wetland Variance. Before any wetland variance may be granted, it shall be shown:

a. That there are special circumstances applicable to the subject property or to the intended use such as shape, topography, location, or surroundings that do not apply generally to other properties and which support the granting of a variance from the buffer width requirements, and

b. That such wetland variance is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated property but which because of this chapter is denied to the property in question, and

c. That the granting of such wetland variance will not be materially detrimental to the public welfare; and

2. Required Showings for Wetland Buffer Area Variance. Before any wetland buffer area variance may be granted, it shall be shown:

a. Such variance is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated property but which because of this regulation is denied to the property in question, and

b. The granting of such buffer width variance will not be materially detrimental to the public welfare, and

c. The granting of the buffer width variance will not materially affect the subject wetland.

3. When granting a wetland variance, the examiner shall determine that the

circumstances do exist as required by this section, and attach specific conditions to the wetland variance which will serve to accomplish the standards, criteria, and policies established by this chapter.

~~4. To apply for a wetland variance the applicant shall submit to the city a complete wetland variance application. Such application shall be submitted subsequent to the department's rating of the wetland as part of its review of a wetland application. The variance application shall include a site plan, pertinent information, a cover letter addressing the required showings for a variance, and appropriate fees. City review of the variance application shall follow the same public hearing process as that for an appeal of a decision of the department on a wetland application.~~

Section 9. Section 18.08.220 of the Gig Harbor Municipal Code is hereby amended to read as follows:

~~3. Any person who undertakes any activity within a regulated wetland or its buffer without first obtaining an approval required by this chapter, except as specifically exempted, or any person who violates one or more conditions of any approval required by this chapter or of any cease and desist order issued pursuant to this chapter shall incur a penalty ~~allowed per violation as provided for in Chapter 17.07 GHMC.~~ In the case of a continuing violation, each permit violation and each day of activity without a required approval shall be a separate and distinct violation. The civil penalty shall be assessed at a rate of \$250.00 per day per violation. The penalty provided ~~assessed~~ shall be appealable to the city hearing examiner in accordance with the procedures established pursuant to ~~Chapter 15.06~~ Chapter 17.07 GHMC.~~

Section 10. Section 18.08.190 is hereby repealed.

Section 11. Section 18.08.250 is hereby repealed.

Section 12. 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 13. 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 _____, 1996, 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 WETLANDS MANAGEMENT, CORRECTING CHAPTER 18.08 OF THE GHMC TO REFLECT PRIOR AMENDMENTS AND UPDATING THE ORDINANCE FOR CONFORMANCE WITH THE REGULATORY REFORM ACT, CHAPTER 36.70B RCW, AND TITLE 19 OF THE GIG HARBOR MUNICIPAL CODE; AMENDING SECTIONS 18.08.030; 18.08.040; 18.08.060; 18.08.070; 18.08.100; 18.08.140; 18.08.170; 18.08.200; 18.08.220; REPEALING SECTIONS 18.08.190, 18.08.250.

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

DATED this ____ day of _____, 1996.

CITY ADMINISTRATOR, MARK HOPPEN

D R A F T

CITY OF GIG HARBOR CITY COUNCIL
ORDINANCE # _____

AN ORDINANCE OF THE CITY OF GIG HARBOR CITY COUNCIL AMENDING THE CITY'S ENVIRONMENTAL REGULATIONS AFFECTING CRITICAL AREAS; AMENDING THE DEFINITIONS OF CRITICAL FISH AND WILDLIFE HABITAT TO BE CONSISTENT WITH STATE LAW; DEFINING AND ESTABLISHING THE TYPE OF ADMINISTRATIVE PERMIT PROCESS; MINOR CORRECTIONS TO CHAPTER 18.12 REGARDING CRITICAL AREAS; AND AMENDING SECTIONS 18.12.020, 18.12.030, 18.12.040, 18.12.110 and 18.12.140.

WHEREAS, the City is updating its environmental codes to provide continuity and consistency with the Regulatory Reform Act (RCW 36.70B) and newly adopted Title 19 of the Gig Harbor Municipal Code; and,

WHEREAS, Chapter 18.12 (Critical Areas) was adopted in 1991 as a requirement of the Growth Management Act; and,

WHEREAS, a review by state agencies during the city's regulatory code update under the Growth Management Act prompts changes to the city's critical areas ordinance to eliminate inconsistencies within the code and with WAC 365-190; and,

WHEREAS, changes are necessary to reflect new administrative procedures for enforcement, appeals and permit processing.

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

Section 1. Section 18.12.020 of the Gig Harbor Municipal Code is hereby amended as follows:

G. Protect, maintain and enhance areas suitable for wildlife, ~~rare~~ rare and for those species defined by state or federal resource agencies, including threatened or endangered species;

Section 2.. Section 18.12.030 of the Gig Harbor Municipal Code is hereby amended to read to read as follows:

18.12.030 Definitions

11. "Fish and wildlife habitat areas" means ~~those sites or areas identified which, in a natural state, serve as an important habitat for locally important species, including, but not limited to, riparian ecosystems; naturally occurring ponds under 20 acres, areas in which rare, threatened or endangered species have a primary association; commercial and recreational shellfish areas as identified by the state Department of Fisheries or the Coastal Zone Atlas for Pierce County; kelp and eelgrass beds as identified in the Coastal Zone Atlas for Pierce County or the Puget Sound Environmental Atlas.~~ those areas identified as being of critical importance in the maintenance and preservation of fish, wildlife and natural vegetation including waters of the state, and as further identified in Section 18.12.090 of this chapter.

Section 3. Section 18.12.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.12.040 Applicability.

A. Critical Area Review. All development proposals in critical areas, whether on public or private property, shall comply with the requirements of this chapter. The planning director or his/her designee shall utilize the procedures and rules established in the city of Gig Harbor environmental policy ordinance, Chapter 18.04 (Environmental Review (SEPA)) and the applicable provisions of Title 19 of the Gig Harbor Municipal Code, to implement the provisions of this chapter. ~~Development proposals include any development project which would require any of the following:~~

C. Appeals. A decision of the planning director to approve, conditionally approve or deny a permit, or any official interpretation in the administration of this chapter may be appealed to the Hearing Examiner in accordance with the procedures established under Title 19 of the Gig Harbor Municipal Code. ~~Such appeal shall be in writing and must be submitted to the city within 10 days of the administration's administrative decision. Appeals shall be considered in accordance with the procedures established in Chapter 17.10 GHMC.~~

Section 4. Section 18.12.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:

D. Appeal of Director's Decision. The decision of the director ~~is appealable to the city hearing examiner in accordance with the provisions of Chapter 17.10 GHMC. An appeal shall be in writing and submitted within 10 days of the date of decision~~ may be appealed in accordance with the procedures established under Title 19 GHMC.

Section 5. Section 18.12.140 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.12.140 Variances from the minimum requirements.

A. Variance applications shall be considered by the city according to variance procedures described in Chapter 17.66 GHMC and shall be processed as a Type III application under the permit processing procedures of Title 19 GHMC. ~~except that~~ The required showings for a variance shall be according to this section.

Section 6. 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 7. 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. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR CITY COUNCIL AMENDING THE CITY'S ENVIRONMENTAL REGULATIONS AFFECTING CRITICAL AREAS; AMENDING THE DEFINITIONS OF CRITICAL FISH AND WILDLIFE HABITAT TO BE CONSISTENT WITH STATE LAW; DEFINING AND ESTABLISHING THE TYPE OF ADMINISTRATIVE PERMIT PROCESS; MINOR CORRECTIONS TO CHAPTER 18.12 REGARDING CRITICAL AREAS; AND AMENDING SECTIONS 18.12.020, 18.12.030, 18.12.040, 18.12.110 and 18.12.140.

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

DATED this _____ day of _____, 1996.

Mark Hoppen, City Administrator



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF *S.O.*
DATE: JUNE 10, 1996
SUBJECT: SPR 96-01 - KENNETH BRAATEN -- WESLEY INN OF GIG HARBOR -
6575 KIMBALL DRIVE - REQUEST FOR SITE PLAN APPROVAL FOR
90-ROOM HOTEL.

REQUEST/PROJECT DESCRIPTION:

Kenneth Braaten owns a parcel on Kimball Drive which is directly south of the existing Woods Center. Mr. Braaten proposes to build a 90 room hotel which will be built in two phases.

RECOMMENDATION

The Hearing Examiner is recommending approval of the site plan subject to the same conditions recommended by the Staff. A copy of the Hearing Examiner's report, along with a copy of the staff report to the Hearing Examiner and a draft resolution approving the site plan, are attached for the Council's consideration.

**CITY OF GIG HARBOR
RESOLUTION NO. ____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE FINDINGS, CONCLUSIONS AND DECISION OF THE CITY COUNCIL ON THE APPLICATION FOR SITE PLAN 96-01.

WHEREAS, GHMC Section 17.10 specifies procedures for the reviewing of site plans; and,

WHEREAS, the City Council is required bylaw to make findings, conclusions and a final decision on Site Plan application SPR 96-01; and,

WHEREAS, the City Council, during its regular meeting of May 13, 1996 reviewed the proposed site plan and the findings and recommendation of the Hearing Examiner as per GHMC Section 17.10.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

Findings and Conclusions

1. The applicant is Kenneth Braaten, and the subject property is located at 6575 Kimball Drive
2. The applicant requests site plan approval for a proposed 90 room hotel under Chapter 17.96 GHMC;
3. The Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated March 20, 1996.
4. The City of Gig Harbor Hearing Examiner conducted a public hearing on the application on March 20, 1996.
5. The City of Gig Harbor Hearing Examiner has made specific findings and conclusions and has recommended conditional approval of said site plan in his report dated April 9, 1996
6. The findings and conclusions of the Hearing Examiner in his report dated April 9, 1996 are consistent with City codes and policies regulating site plan development at the time the building permit application was submitted.

DECISION

The site plan (spr 96-01) is approved subject to the following conditions:

1. Prior to permit issuance, the applicant shall identify significant trees six inches in diameter or greater in proposed landscaped areas which are within 10 feet of the building footprint or 2 feet of hard surface areas . The applicant shall make all reasonable efforts to protect the trees during construction as recommended by a certified arborist.
2. Prior to permit issuance, a final landscape plan shall be submitted which (a) incorporates all retained trees into the plan, (b) includes temporary landscaping for the portion of the site the phase II portion of the building will be located in, (c) identifies permanent landscaping on all pervious surfaces on the site including the area of the phase II portion of the building, (d) incorporates a vegetative planting area at the base of the free-standing sign which is at least twice the size of the sign area, and (e) includes a 30-foot buffer with a dense vegetative screen on the east side and which incorporates existing significant vegetation.
3. Prior to permit issuance, the applicant shall submit a bond or assignment of funds for 120% of the market cost of installing all landscaping including the area of the phase II portion of the building. If Phase II does not commence within 2 years of phase I certificate of occupancy, the City may, at its option, apply the landscaping assignment of funds toward completion of the landscaping, including the portion of the site where the phase II portion of the building will be located.
4. 80 parking stalls must be finished with the phase I building shell whether the entire shell is completed or not (sufficient for 64 rooms).
5. Prior to permit issuance, a detailed sign plan shall be submitted for planning staff and approval. The plan shall provide details consistent with GHMC Section 17.80.031(K) and shall identify the exact location of the free-standing sign.
6. The driveway shall be limited to 24 feet wide maximum, except for required flaring where the driveway meets the street pavement.
7. Fire flow shall be provided to within 150 FT of all portions of each building in accordance with the Section 10.401, and Table A-III-A-1, 1994 Uniform Fire Code.
8. A fire hydrant shall be installed within 150 FT of all portions of each building. New fire hydrants must be located on Kimball Drive, of the building to accommodate this requirement. Required number of hydrants shall be as per Table A-III-B-1.

9. Access around each building must be provided to within 150 FT of all portions of the building in accordance with Chapter 10, 1994 Uniform Fire Code. Setup areas and fire lanes with 24ft wide roadways and maximum grades of 15% around the buildings must be provided in accordance with City of Gig Harbor Fire Code requirements. Secondary access to the site from a public roadway is required. The McDonald Street entrance may provide the secondary access and may be restricted with an approved opticon controlled gate.
10. If the McDonald Street entrance is controlled with an opticon controlled gate, a 15 foot all-weather traversable surface must be installed on McDonald which connects with the paved portion of McDonald Street. If the entrance is not controlled with an opticon controlled gate, a 24-foot all-weather traversable surface will be required.
11. The parking lot must be modified to make the entrance to the building accessible.
12. A clear height of 13 ft. 6 in. under the porte cochere canopy must be maintained
13. Parking stalls shall not be located in front of fire hydrants and auto-fire sprinkler system fire department connections.
14. An auto-fire sprinkler system must be provided for each building in accordance with section 1003.2.8 GHMC. Fire department connections will be required to the auto-fire sprinkler system in accordance with the 1994 UFC and PC Fire District No. 5 requirements.
15. The building must be made accessible to the handicapped in accordance with the WA State Regulations for Making Buildings Accessible (Chapter 11, 1994 UBC as amended by the WA State Building Code Council). Van accessible parking stalls will be required with an 18 ft stall width. An accessible walkway will be required from the public sidewalk to the entrance of the building.
16. A Knox Box must be installed to provide access to each building. Knox Box(s) must be ordered from Pierce Co. Fire District No. 5.
17. One Hour Fire resistive wall construction and 3/4 Hour rated window assemblies, where the building is within 20 ft of the property line are required.
18. Traversable pedestrian walks shall be included to accommodate emergency egress from the building. The walkways may not be blocked by parking stalls.
19. Prior to permit issuance, sanitary sewer availability and capacity at the site shall be confirmed to the satisfaction of the Public Works Department. Evidence of easements and ownership of the sanitary sewer line in the east side of Kimball Drive south of the

fire station shall be confirmed to the satisfaction of the Public Works Department. At such time as ownership and capacity are confirmed as available, connection may be made to the sanitary sewer in accordance with City Standards.

20. Half-width improvements shall be constructed along the parcel frontage based on a three lane section, with bicycle lanes and sidewalks on both side in accordance with City standards and the City of Gig Harbor 1994 Transportation Plan.
22. Prior to permit issuance, a Storm drainage report shall be submitted to and approved by the Public Works Department.
23. Prior to permit issuance, a complete set of engineered utility and street plans shall be submitted to and approved by the Public Works Department.
24. All utility, drainage and grading plans shall be designed to avoid encroachment into required buffers and areas of retained significant vegetation. The driveway encroachment into the rear 30-foot buffer area shall be limited to a 24-foot maximum width.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the Council held on this 10th day of June, 1996.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: 6/4/96
Passed by City Council: 6/10/96

CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS, CONCLUSIONS AND RECOMMENDATION

RECEIVED
APR 9 1996

CITY OF GIG HARBOR

APPLICANT: Kenneth Braaten
CASE NO.: SPR 96-01
LOCATION: 6575 Kimball Drive
APPLICATION: Request for site plan approval for a 90 room hotel

SUMMARY OF RECOMMENDATIONS:

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

PUBLIC HEARING:

After reviewing the official file which included the Community Development Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Braaten application was opened at 5:05 p.m., March 20, 1996, in the City Hall, Gig Harbor, Washington, and closed for oral testimony at 5:10 pm. The hearing was held open administratively through close of business on April 3, 1996 to allow for completion of environmental review under SEPA and to allow time for the applicant to submit a revised traffic study. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the meeting. A verbatim recording of the hearing is available in the Planning Department.

HEARING TESTIMONY:

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

From the City:

Steve Osguthorpe, Associate Planner reviewed the staff advisory report (Exhibit A) and requested that the hearing be held open administratively for two weeks to allow time for the applicant to submit a revised traffic study and time for the SEPA review to be completed. He also said the first phase of the hotel is for 50 rooms and second phase is for 40 rooms.

From the Applicant:

Kenneth Braaten concurred with the staff recommendation.

From the Community:

No one from the general public spoke either in favor of or in opposition to the subject request.

WRITTEN COMMENTS:

No one from the general public submitted correspondence either in favor of or in opposition to the subject request.

FINDINGS, CONCLUSIONS AND DECISION:

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

A. FINDINGS:

1. The applicant has requested approval of a site plan to allow construction of a 90 room hotel. The hotel is to be built in two phases. The first phase will be for 50 rooms and the second phase will be for 40 rooms.
2. The subject property is 103,675 square feet in size.
3. Section 17.96.030.B of the Gig Harbor Municipal Code (GHMC) indicates the hearing examiner shall consider the approval of site plans with specific attention to the following:
 - a. Compatibility with the City's comprehensive plan;
 - b. Compatibility with the surrounding buildings occupancy and use factors; and
 - c. All relevant statutory codes, regulations, ordinances and compliance with the same.
4. Applicable land use policies and codes are included on pages 2 through 5 of Exhibit A and by this reference are also included in this report.
5. Impervious coverage calculations for the proposed project is 61,190 square feet or 59% of the site. Section 17.36.070 of the code allows a maximum impervious coverage of 70%.
6. Surrounding buildings occupancy and use factors include the following:
 - North: The Woods Business Complex
 - South: A vacant lot, then medical facility
 - East: Medium density single family zoned undeveloped property in unincorporated Pierce County
 - West: Pierce County Transit Park and Rid (across Kimball Drive)

7. The applicant submitted a preliminary site plan, schematic design plans and a preliminary landscape plan for review by the City. Those plans are attachments to Exhibit A.
8. Review comments by the Building Official, Public Works Department, and Planning Department are found in Section VI of Exhibit A. Those review comments are by this reference adopted as a portion of the Hearing Examiner's findings.
9. No one from the general public wrote or spoke either in favor of or in opposition to the subject request.

B. CONCLUSIONS:

1. The proposal meets the minimum site requirements for yards, height and impervious coverage per Chapter 17.36.
2. The proposal is generally consistent with the landscaping and screening requirements of the code, chapter 17.78, provided that care is taken to identify and protect existing significant trees within the proposed landscape area. A final landscape plan is required prior to issuance of a building permit.
3. The proposal meets the parking standards of Chapter 17.72 of the GHMC. The Code required parking is 113 spaces. The number of spaces proposed is 113. The code requirement for the phase 1 portion of the building is 80 parking spaces.
4. The proposal meets the criteria for approval of a site plan, per chapter 17.96 in that the plan is compatible with the surrounding buildings' occupancy and use factors; and it meets other relevant statutory codes, regulations and ordinances if approved as conditioned in Part C below.
5. The proposal is consistent with the City of Gig Harbor Comprehensive Plan for the sections referenced in Exhibit A.

C. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, it is recommended that the application be approved, subject to the following conditions:

1. Prior to permit issuance, the applicant shall identify significant trees six inches in diameter or greater in proposed landscaped areas which are within 10 feet of the building footprint or 2 feet of hard surface areas . The applicant shall make all reasonable efforts to protect the trees during construction as recommended by a certified arborist.
2. Prior to permit issuance, a final landscape plan shall be submitted which
 - (a) incorporates all retained trees into the plan,
 - (b) includes temporary landscaping for the portion of the site the phase II portion of the building will be located in,

- (c) identifies permanent landscaping on all pervious surfaces on the site including the area of the phase II portion of the building,
 - (d) incorporates a vegetative planting area at the base of the free-standing sign which is at least twice the size of the sign area, and
 - (e) includes a 30-foot buffer with a dense vegetative screen on the east side and which incorporates existing significant vegetation.
3. Prior to permit issuance, the applicant shall submit a bond or assignment of funds for 120% of the market cost of installing all landscaping including the area of the phase II portion of the building. If Phase II does not commence within 2 years of phase I certificate of occupancy, the City may, at its option, apply the landscaping assignment of funds toward completion of the landscaping, including the portion of the site where the phase II portion of the building will be located.
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22. Prior to permit issuance, a Storm drainage report shall be submitted to and approved by the Public Works Department.
23. Prior to permit issuance, a complete set of engineered utility and street plans shall be submitted to and approved by the Public Works Department.
24. All utility, drainage and grading plans shall be designed to avoid encroachment into required buffers and areas of retained significant vegetation. The driveway encroachment into the rear 30-foot buffer area shall be limited to a 24-foot maximum width.

Dated this 9th day of April, 1996.



Ron McConnell
Hearing Examiner

RECONSIDERATION:

Any aggrieved person feeling that the decision of the Examiner is based on erroneous procedures, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonably available at the prior hearing, may make a written request for reconsideration by the Examiner within ten (10) days of the date the decision is rendered. This request shall set forth the specific errors of new information relied upon by such appellant, and the Examiner may, after review of the record, take further action as he or she deems proper.

COUNCIL ACTION:

Any application requiring action by the City Council shall be taken by the adoption of a resolution or ordinance by the Council. When taking any such final action, the Council shall make and enter Findings of Fact from the record and conclusions therefrom which support its action. The City Council may adopt all or portions of the Examiner's Findings and Conclusions.

In the Case of an ordinance or rezone of property, the ordinance shall not be placed on the council's agenda until all conditions, restrictions, or modifications which may have been stipulated by the Council have been accomplished or provisions for compliance made to the satisfaction of the Council.

The action of the Council, approving, modifying, or reversing a decision of the Examiner, shall be final and conclusive, unless within twenty (20) business days from the date of the Council action an aggrieved party of record applies for a Writ of certiorari to the Superior Court of Washington for Pierce County, for the purpose of review of the action taken.

EXHIBIT:

A. Staff Advisory Report with attached site plans

PARTY OF RECORD:

Kenneth Braaten
3913 53rd St. Ct. N.W.
Gig Harbor, WA 98335



City of Gig Harbor. The "Maritime City."

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

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**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: Hearing Examiner
FROM: Planning Staff
DATE: March 20, 1996

RE: SPR 96-01 - Kenneth Braaten -- Wesley Inn of Gig Harbor - 6575 Kimball Drive - Request for site plan approval for 90-Room Hotel.

I. GENERAL INFORMATION

APPLICANT: Mr. Kenneth Braaten
3913 53rd St. Ct. N.W.
Gig Harbor, WA 98335

OWNER: (same)

AGENT: (none)

II. PROPERTY DESCRIPTION

1. **Location:** 6575 Kimball Drive
Tax Assessor's Parcel #02-21-08-7-016
Lot 2 of Short Plat #88-08-12-0211

2. **Site Area/Acreage:** 2.38 acres

3. **Natural Site Characteristics:**

- i. **Soil Type:** Harstine
- ii. **Slope:** Relatively level
- iii. **Drainage:** varies - parcel has no significant slopes
- iv. **Vegetation:** Wooded site with douglas fir, madrona, and salal understory.

4. **Zoning:**
 - i. **Subject parcel:** B-2 (General Business)
 - ii. **Adjacent zoning and land use:**
 - North: B-2 (Developed)
 - South: B-2 (undeveloped)
 - East: R-1 (single family - undeveloped)
 - West: B-2 (Developed)
5. **Utilities/road access:** The parcel is served by City sewer and water and is accessed off of Kimball Drive - a public right-of-way.

III. APPLICABLE LAND-USE POLICIES/CODES

1. **Comprehensive Plan:**

The Comprehensive Plan (1994) identifies this area as commercial business. The following sections are pertinent:

Page 9

Provides primarily retail and wholesale facilities, including service and sales. Commercial uses which border residential designations or uses should use available natural features as boundaries.

- Natural features should serve as buffers, which may consist of standing timber, streams or drainage swales.
- A minimum buffer width should be 30 feet.
- The density and depth of the buffer should be proportional to the intensity of the use.

The comprehensive plan also identifies a portion of the property fronting Kimball Drive as being within a Freeway Enhancement Corridor (within 300 feet of SR-16). The following sections are pertinent:

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Goal: Enhance the City's sense of place by preserving prominently visible parcels for aesthetically pleasing development

3. **Designate enhancement zones.** Designate visually sensitive areas for highly visible or prominent parcels including corners, entry corridors, highway and freeway corridors, view termination points, etc. Development of these parcels would require increased landscaping, a higher level of design review for structures, and prohibition (or increased screening) of visually distracting appurtenances such as gas pumps, satellite dishes, storage racks, mechanical equipment, etc.

GOAL: DEVELOP A SOUND FISCAL BASE

Help market local socio-economic resources to increase employment opportunities, develop office and industrial park properties, and provide the City with a sound tax base.

1. Job creation

- ▶ Help create employment opportunities within the local economy, particularly for residents who now commute across the Tacoma Narrows Bridge to work. Participate with other public agencies and private interests in marketing projects, labor force training programs, and other efforts to attract new businesses to Pierce County and Gig Harbor Peninsula area.

- ▶ Determine a reasonable jobs-to-housing balance by coordinating land use and development policies to help achieve the designated balance of adequate affordable housing near employment centers.

2. Zoning Ordinance:

The property is zoned B-2, which is a high intensity retail-business district. The following section of chapter 17.36 of the GHMC are pertinent:

17.36.010 Intent.

The purpose of the B-2 district is to provide areas that offer a wide range of consumer goods and services. It is further intended to group buildings and business establishments in a manner that creates convenient, attractive and safe development. The products and services shall primarily be for sale on the premises only. All business shall be conducted within enclosed building, except for approved outdoor storage, display and dining areas.

17.36.020 Permitted uses.

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

- A. Retail and wholesale sales, excluding motorized vehicles, trailers and boats;
- B. Business and professional offices;
- C. Banks and other financial institutions;
- D. Restaurants, cocktail and associated lounges and taverns (indoor dining - no drive-through);
- E. Commercial recreation, excluding drive-in theaters;
- F. Gasoline service stations and car washes; and
- G. Personal and professional services.

17.36.030 Conditional uses.

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

- A. Utilities and public service uses such as libraries, electrical substations, water storage facilities, etc.;
- B. Light manufacturing and assembly;
- C. Mini-warehouses;
- D. Recreational buildings and community centers;
- E. Drive-in restaurants; and
- F. Radio and television transmission towers.

17.36.040 Other uses.

Other uses similar to either permitted or conditional uses which are consistent with the intent of the B-2 district may be allowed. The determination of consistency and classification of use whether permitted or conditional shall be made by the planning director.

17.36.050 Site plans.

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

17.36.060 Minimum building setback requirements.

- A. Front yard: 20 feet;
- B. Rear yard: 20 feet;
- C. Side Yard.
 - 1. Interior yards, 5 feet,
 - 2. Flanking street, 10 feet;
- D. Any yard abutting residential development, 30 feet with dense vegetative screening.

17.36.070 Maximum impervious coverage.

In a B-2 district, the maximum impervious coverage is 70 percent.

17.36.080 Maximum height of structures.

In a B-2 district, the maximum height is 35 feet, except as provided for under Chapter 17.62 GHMC, height restriction area.

17.36.090 Parking.

In a B-2 district, parking on private property shall be provided in connection with any permitted or conditional use as specified in Chapter 17.72 GHMC. Because the proposed use is a hotel, the required parking is one and one quarter parking spaces for every room to rent. The proposal is for 90 rooms which will require 113 parking spaces.

17.36.100 Signs.

In a B-2 district, **signs may be allowed in conjunction with any permitted use and are subject to the provisions of Chapter 17.80 GHMC.**

17.80.031(K) Master Sign Plan.

All commercial buildings shall provide a master sign plan for the entire structure or project. The plan shall indicate the amount and location of signage allocated to each tenant space. The signage plan must be designed so that it establishes a common theme or design, uses similar construction methods, has compatible colors, lettering, lettering style, symbols, scale and size of signs and/or identical background. Sign plans are intended to unify the design of a project. Sign plans shall be approved through the site plan review process except that existing buildings may have sign plans approved administratively. . .

17.36.110 Loading facilities.

In a B-2 district, **off-street loading facilities shall be provided in accordance with the provisions of Chapter 17.72 GHMC.** One loading berth is required for every 25,000 square feet of floor area.

17.36.120 Performance standards.

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

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

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles. **Respective to chapter 17.78 (Landscaping), Sections 17.78.070, 17.78.080 and 17.78.090 are pertinent to this project.**

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

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

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

IV. REQUEST/PROJECT DESCRIPTION:

The applicant has submitted the following statement (shown in *italics*) which describes the proposed development:

I have resided and own a construction company in Gig Harbor for twenty years. Over the course of time I have been aware of the increasing demand for additional overnight accommodations. After much planning and research, we are proposing to building and retain ownership of a 90 room hotel. The Wesley Inn of Gig Harbor will combine the charm of a New England country inn with the sophistication for the needs of the business traveler.

The project will be phased. Phase One will consist of fifty rooms only. When this phase is stabilized, the additional forty rooms will be constructed . . . Phase Two.

The exterior and interior design are being coordinated by Janet Perry of the Design Group, a Gig Harbor company. The curb appearance and interior detailing will be compatible with Gig Harbor's charm and exceed the expectations of business and tourist.

IMPERVIOUS COVERAGE CALCULATIONS

Property Size	103675 sq.ft. @.70 = 72572.5 sq.ft.
Building Footprint	16154 sq.ft.
parking Stalls	18792 sq.ft.
Interior Roadways	24844 sq.ft.
Pool Area	<u>1400 sq.ft.</u>

Footage Covered 61190 sq.ft.

SIGN PLAN FOR PROPOSED HOTEL ON KIMBALL DRIVE

The following is the plan for signage at the Wesley Inn of Gig Harbor:

Freestanding:

A 30 sq.ft. interior illuminated sign placed in a river rock base. Placemen t will be off street, Kimball Drive, adjacent to main entrance.

the only sign on the building will be an illuminated 120 sq.ft. in size (see diagram for placement)

There are currently no plans for any window signage.

V. **PUBLIC NOTICE:**

The property was posted and legal notice was sent to property owners within 300 feet and published in the Peninsula Gateway on March 6, 1996. To date, no public input has been received.

VI. **ANALYSIS:**

Staff and/or agency comments are as follows:

1. **Building Official:**

a. Fire flow must be provided to within 150 FT of all portions of each building in accordance with the Section 10.401, and Table A-III-A-1, 1994 Uniform Fire Code

Note: Existing fire flow is available on Kimball Drive. Fire flow is required in accordance with Table A-III-A-1, 1994 UFC. For a 25,282 sq.ft. building area (including porte cochere) of Type V-N Construction, the minimum required fire flow is 4,250 gal per min at 20 psi. For a 25,282 sq.ft. building area (including porte cochere) of Type V One Hour Construction, the minimum required fire flow is 2,750 gal per min at 20 psi.

b. REQUIRED NUMBER OF HYDRANTS (Table A-III-B-1):

Note: A fire hydrant will be required within 150 FT of all portions of each building, new fire hydrants must be located on Kimball Drive, of the building to accommodate this requirement.

c. Access around each building must be provided to within 150 FT of all portions of the building in accordance with Chapter 10, 1994 Uniform Fire Code. Setup areas and fire lanes with 24ft wide roadways and maximum grades of 15% around the buildings must be provided in accordance with City of Gig Harbor Fire Code requirements. Provide secondary access to the site from a public roadway. The hammer-head turn-around may provide the secondary access and be restricted with an approved opticon controlled gate.

d. The parking lot must be modified to make the entrance to the building accessible. The Porte Cochere in front of the entrance would not allow fire fighters rapid entrance and fire fighting equipment room for setup unless a clear height under the canopy is maintained at least 13 ft- 6 inches in height. Also the parking stalls may not be located in front of fire hydrants and auto-fire sprinkler system fire department connections.

e. An auto-fire sprinkler system must be provided for each building in accordance with section 1003.2.8 GHMC. Fire department connections will be required to the auto-fire sprinkler system in accordance with the 1994 UFC and PC Fire District No. 5 requirements.

f. The building and 4 guest rooms must be made accessible to the handicapped in accordance with the WA State Regulations for Making Buildings Accessible (Tables No. 11 - C&D of the Washington State Regulations for Barrier Free Facilities). Van accessible parking stalls will be required with a 18 ft stall width. An accessible walkway will be required from the public sidewalk to the entrance of the building.

g. A Knox Box must be installed to provide access to each building. Knox Box(s) must be ordered from Pierce Co. Fire District No. 5.

h. One Hour Fire resistive wall construction and an auto-fire sprinkler system will be required.

i. Additional pedestrian walks will be required to accommodate emergency egress from the building. The walkways may not be blocked by parking stalls.

j. These plans are being forwarded to PC Fire District No.5 for comments. If additional comments are received, this memo will be revised.

k. This is not a complete plan review. A complete plan review will be completed upon submittal of building plans for a building permit.

2. Public Works:

a. Sanitary sewer connection at Kimball Drive is not available at this time due to grade and associated capacity problems in the existing line. Pending improvements to this line, an alternative connection location will be needed. Alternatively, the line will need to be reconstructed and extended south along Kimball Drive to serve this development.

Further information is also needed relative to easements and ownership of the sanitary sewer line in the east side of Kimball Drive south of the fire station.

At such time as ownership and capacity are confirmed as available, connection may be made to the sanitary sewer in accordance with City Standards.

b. Half-width improvements must be constructed along the parcel frontage based on a three lane section, with bicycle lands and sidewalks on both side in accordance with City standards and the City of Gig Harbor 1994 Transportation Plan.

c. The submitted traffic study must be stamped by licensed engineer before a complete evaluation can be completed for this project. The evaluation must include review of project related impacts extending to the Wollochet/SR-16 interchange on the northwest, the Pioneer Way/Grandview Avenue intersection on the northeast, and the Hunt Street/Soundview Drive intersection on the southeast. Depending on the findings of the resubmitted traffic study, as reviewed by staff, proportionate participation in signalization and signalization improvements may be required.

(d) A Storm drainage report must be submitted to and approved by the Public Works Department.

(e) A complete set of engineered utility and street plans must be submitted to and approved by the Public Works Department.

3. SEPA Responsible Official:

Because revised information was submitted on March 13, 1996, a two week administrative extension is requested to allow comments, and the staff to respond to comments, on a DNS issued March 14, 1996.

4. Planning Department:

a. The phasing plan is not clear. The portion of the building proposed for phase I includes more than the 50 rooms indicated in the applicant's statement. The staff calculates that there are 64 rooms on the phase I portion. It may be that the applicant does not intend to finish all 64 rooms in the phase I portion.

However, parking should be provided for the entire phase I building shell whether completed or not - i.e., 64 rooms.

b. The landscaping plan should indicate both temporary and permanent landscaping for the site area intended for the phase II portion of the building. In the event that construction of phase II does not commence within 2 years, of completion of phase I, final landscaping consistent with all code requirements should be installed. A bond or assignment of funds should be set aside to cover 120% of the cost of final landscaping.

c. The site includes significant vegetation which should be retained where possible. Significant vegetation in proposed landscaped areas should be identified prior to clearing. The applicant should make all reasonable efforts to protect the trees during construction as recommended by a certified arborist.

d. A 30-foot buffer with a dense vegetative screen is required along the east property line. The buffer should incorporate existing significant vegetation.

e. The proposed sign plan provides a reasonable idea of the proposed signage but additional details on sign design and materials should be submitted as per GHMC Section 17/80.031(K). An exact location of the freestanding sign within a landscaped area must be identified as per GHMC Section 17.80.033(A)7.

f. To assure maximum required landscaping in the front yard setback, the width of the driveway should be limited to 24 feet maximum, except for required flaring where the driveway meets the street pavement.

VII. FINDINGS AND CONCLUSIONS:

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

The proposal to construct a two-story hotel consisting of 90 rooms is consistent with Title 17 of the GHMC as follows:

1. It meets the minimum site requirements for yards, height, and impervious coverage per chapter 17.36.
2. It is generally consistent with the landscaping and screening requirements of the code, chapter 17.78, provided that care is taken to identify and protect existing significant trees within the proposed landscaped area. A final landscape plan is required prior to issuance of a building permit.
3. It meets the parking standards of Chapter 17.72 of the GHMC. The code required parking is 113 spaces. The number of spaces proposed is 113. The code requirement for the phase I portion of the building is 80 parking spaces.
4. It meets the criteria for approval of a site plan, per chapter 17.96 in that the plan is compatible with the city's comprehensive plan, it is compatible with the surrounding buildings' occupancy and use factors and meets other relevant statutory codes, regulations and ordinances, as conditioned under Part 2 of this report.
5. The proposal is consistent with the City of Gig Harbor Comprehensive Plan for the sections referenced in Part 1 of this report.

VIII. RECOMMENDATION:

The staff requests that this item be continued administratively for a period of two weeks to allow comments on a DNS issued March 13, 1996, and to allow time for the applicant to submit a revised traffic study. The submitted traffic study must be

stamped by licensed engineer before a complete evaluation can be completed for this project. The evaluation must include review of project related impacts extending to the Wollochet/SR-16 interchange on the northwest, the Pioneer Way/Grandview Avenue intersection on the northeast, and the Hunt Street/Soundview Drive intersection on the southeast. If no comments are received on the DNS, the staff will recommend approval of SPR 96-01 subject to the following conditions and additional conditions as the Public Works Department may recommend based upon their review of the engineer's traffic study:

1. Prior to permit issuance, the applicant shall identify significant trees six inches in diameter or greater in proposed landscaped areas which are within 10 feet of the building footprint or 2 feet of hard surface areas . The applicant shall make all reasonable efforts to protect the trees during construction as recommended by a certified arborist.
2. Prior to permit issuance, a final landscape plan shall be submitted which (a) incorporates all retained trees into the plan, (b) includes temporary landscaping for the portion of the site the phase II portion of the building will be located in, (c) identifies permanent landscaping on all pervious surfaces on the site including the area of the phase II portion of the building, (d) incorporates a vegetative planting area at the base of the free-standing sign which is at least twice the size of the sign area, and (e) includes a 30-foot buffer with a dense vegetative screen on the east side and which incorporates existing significant vegetation.
3. Prior to permit issuance, the applicant shall submit a bond or assignment of funds for 120% of the market cost of installing all landscaping including the area of the phase II portion of the building. If Phase II does not commence within 2 years of phase I certificate of occupancy, the City may, at its option, apply the landscaping assignment of funds toward completion of the landscaping, including the portion of the site where the phase II portion of the building will be located.
4. 80 parking stalls must be finished with the phase I building shell whether the entire shell is completed or not (sufficient for 64 rooms).
5. Prior to permit issuance, a detailed sign plan shall be submitted for planning staff and approval. The plan shall provide details consistent with GHMC Section 17.80.031(K) and shall identify the exact location of the free-standing sign.
6. The driveway shall be limited to 24 feet wide maximum, except for required flaring where the driveway meets the street pavement.
7. Fire flow shall be provided to within 150 FT of all portions of each building in accordance with the Section 10.401, and Table A-III-A-1, 1994 Uniform Fire Code

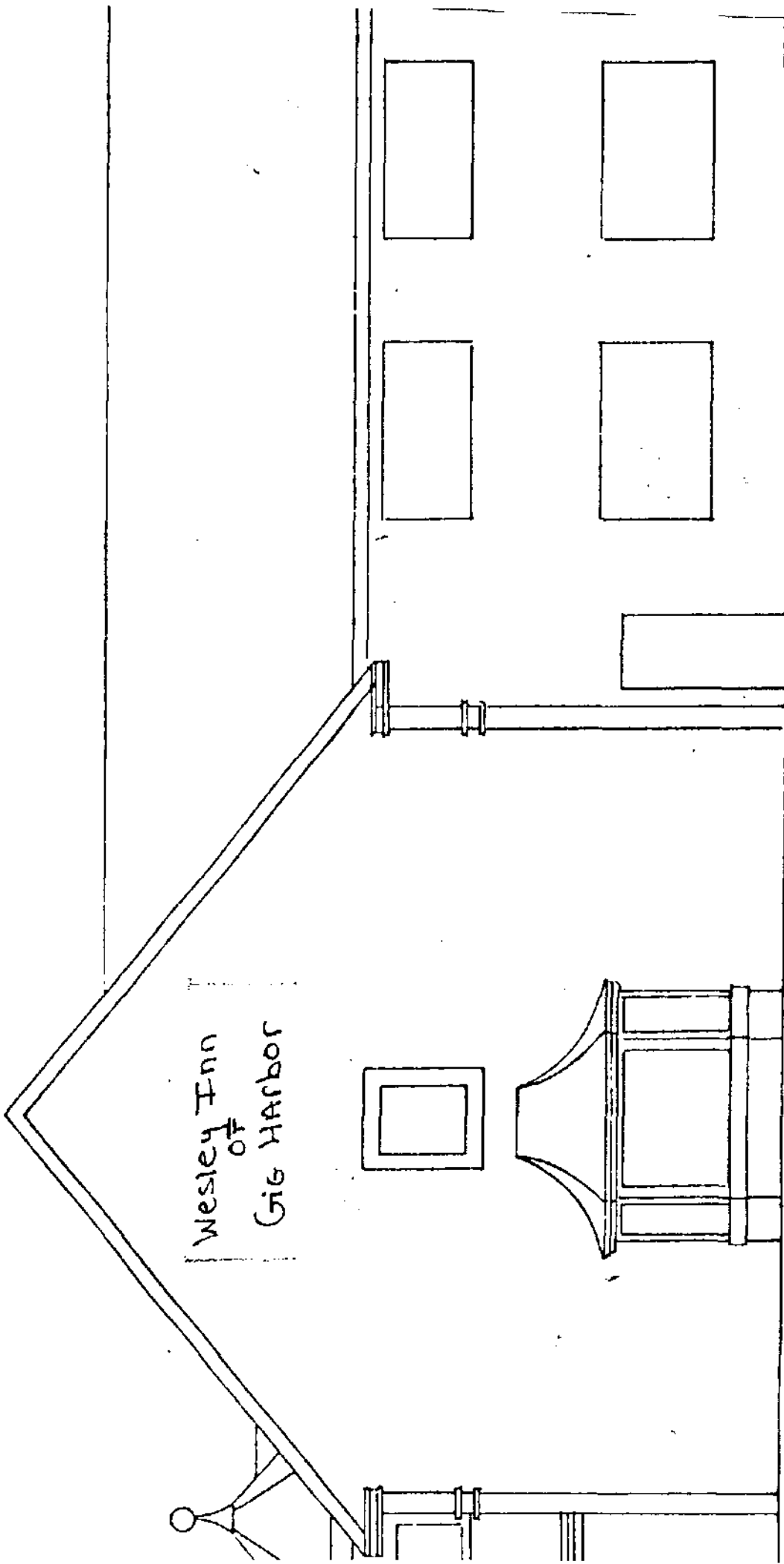
8. A fire hydrant shall be installed within 150 FT of all portions of each building. New fire hydrants must be located on Kimball Drive, of the building to accommodate this requirement. Required number of hydrants shall be as per Table A-III-B-1.
9. Access around each building must be provided to within 150 FT of all portions of the building in accordance with Chapter 10, 1994 Uniform Fire Code. Setup areas and fire lanes with 24ft wide roadways and maximum grades of 15% around the buildings must be provided in accordance with City of Gig Harbor Fire Code requirements. Secondary access to the site from a public roadway is required. The McDonald Street entrance may provide the secondary access and may be restricted with an approved opticon controlled gate.
10. If the McDonald Street entrance is controlled with an opticon controlled gate, a 15 foot all-weather traversable surface must be installed on McDonald which connects with the paved portion of McDonald Street. If the entrance is not controlled with an opticon controlled gate, a 24-foot all-weather traversable surface will be required.
11. The parking lot must be modified to make the entrance to the building accessible.
12. A clear height of 13 ft. 6 in. under the porte cochere canopy must be maintained
13. Parking stalls shall not be located in front of fire hydrants and auto-fire sprinkler system fire department connections.
14. An auto-fire sprinkler system must be provided for each building in accordance with section 1003.2.8 GHMC. Fire department connections will be required to the auto-fire sprinkler system in accordance with the 1994 UFC and PC Fire District No. 5 requirements.
15. The building must be made accessible to the handicapped in accordance with the WA State Regulations for Making Buildings Accessible (Chapter 11, 1994 UBC as amended by the WA State Building Code Council). Van accessible parking stalls will be required with an 18 ft stall width. An accessible walkway will be required from the public sidewalk to the entrance of the building.
16. A Knox Box must be installed to provide access to each building. Knox Box(s) must be ordered from Pierce Co. Fire District No. 5.
17. One Hour Fire resistive wall construction and 3/4 Hour rated window assemblies, where the building is within 20 ft of the property line are required.

18. Traversable pedestrian walks shall be included to accommodate emergency egress from the building. The walkways may not be blocked by parking stalls.
19. Prior to permit issuance, sanitary sewer availability and capacity at the site shall be confirmed to the satisfaction of the Public Works Department . Evidence of easements and ownership of the sanitary sewer line in the east side of Kimball Drive south of the fire station shall be confirmed to the satisfaction of the Public Works Department. At such time as ownership and capacity are confirmed as available, connection may be made to the sanitary sewer in accordance with City Standards.
20. Half-width improvements shall be constructed along the parcel frontage based on a three lane section, with bicycle lanes and sidewalks on both side in accordance with City standards and the City of Gig Harbor 1994 Transportation Plan.
22. Prior to permit issuance, a Storm drainage report shall be submitted to and approved by the Public Works Department.
23. Prior to permit issuance, a complete set of engineered utility and street plans shall be submitted to and approved by the Public Works Department.
24. All utility, drainage and grading plans shall be designed to avoid encroachment into required buffers and areas of retained significant vegetation. The driveway encroachment into the rear 30-foot buffer area shall be limited to a 24-foot maximum width.

Project Planner: Steve Osguthorpe, AICP
Associate Planner



Date: 3-14-96





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 *jo*
DATE: June 10, 1996
SUBJECT: SUB 94-01 (PUD) -- Rod Nilsson - Request for revision of Planned Unit Development to allow increased fence height along front property line.

INTRODUCTION/BACKGROUND

On October 24, 1994, Mr. Rod Nilsson received approval of a 14-unit planned unit development at 7502 Pioneer Way. The approval was largely based upon the provision of a road dedication to the City in exchange for increased density and height.

Mr. Nilsson's original application indicated that privacy fences would be located along the back and side property lines, but the only fencing shown on his plans for the front property line was a low decorative wall on each corner of the court entrance. As seen from Edwards drive, the code-defined front of the project will be characterized by both the front and back sides of units. Effectively, however, the Edwards Drive setback will be the back yard to those units facing the inner court. Mr. Nilsson wishes to include security fencing around his project which would require a 6 foot fence along portions of the front property line.

POLICY

Chapter 17.90 (GHMC) outlines the review procedures for planned unit developments. This stated intent for planned units developments is as follows:

"The intent of planned unit developments is to allow and make possible greater variety and diversification in the relationships between buildings, open spaces and uses, and to encourage the conservation and retention of historical and natural topographic features while meeting the purposes and objectives of the comprehensive plan. To accomplish this purpose, the underlying district regulations such as, but not limited to, setback lines, density, uses, and height and bulk of buildings may be varied; provided, however, such variances shall not conflict with the comprehensive plan and existing uses, nor create adverse environmental effects. A planned unit development may be allow in any district."

RECOMMENDATION

The Hearing Examiner is recommending approval of the requested amendment subject to the same conditions recommended by the staff. Copies of the Hearing Examiner and staff reports are enclosed for the Council's review. Additionally, a draft resolution granting approval of the increased fence height is included for the Council's consideration.

**CITY OF GIG HARBOR
RESOLUTION _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE FINDINGS, CONCLUSIONS AND DECISION OF THE CITY COUNCIL ON THE APPLICATION FOR AN AMENDMENT TO SUB 94-01 (PUD) ALLOWING INCREASED FENCE HEIGHT ALONG FRONT PROPERTY LINE.

WHEREAS, GHMC Section 17.90 defines review procedures for planned unit developments (PUD,s) and stipulates the required findings for approval of a planned unit development.

WHEREAS, the City Council granted Mr. Rod Nilsson approval on October 24, 1994 for a PUD condominium project located at 7502 Pioneer Way as per Resolution # 431; and,

WHEREAS, Mr. Nilsson has requested an amendment to his Planned Unit Development allowing increased fence height along the Edwards Drive frontage which is the front lot line of the subject site; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the requested PUD amendment allowing increased fence height, in a staff report dated March 20, 1996; and,

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the requested PUD amendment on March 20, 1996 to accept public comment on; and,

WHEREAS, the City of Gig Harbor Hearing Examiner is recommending approval of the requested PUD amendment subject to the findings and conditions stipulated in his report dated March 26, 1996

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

That the findings, conclusions and recommendations of the Hearing Examiner in his report dated March 26, 1996 are hereby adopted by reference and the project is approved, subject to the following conditions:

1. All fencing material along Edwards Street shall be wrought iron.
2. The fence must be no higher than 3 feet in front of units 4-8. A higher fence of up to 6 feet may be located at the front setback line of these units.
3. The gate of the fence must maintain a net 20-foot opening and must include an opticon control with a knox box, as approved by the building Official/Fire Marshal.

4. The fence shall meet all visibility requirements for corner parcels stipulated in GHMC Section 17.08.010(B)
5. All other conditions stipulated under the original PUD (SUB 94-01) approval shall apply.

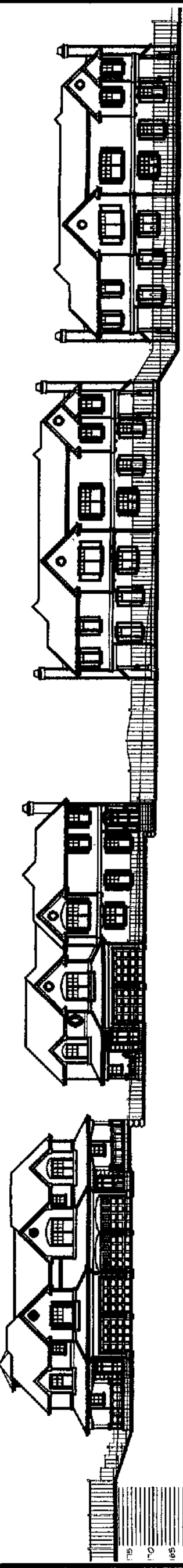
PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the Council held on this 10th day of June, 1996.

Gretchen A. Wilbert, Mayor

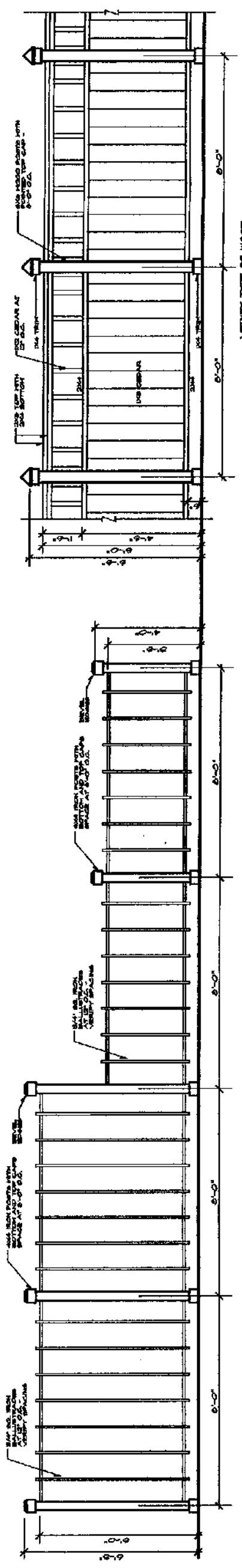
ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: 5/20/96
Passed by City Council: 6/10/96



SOUTH ELEVATION
NO SCALE
SEE GENERAL NOTES



6' IRON FENCE ELEVATION
SCALE: 1/2" = 1'-0"

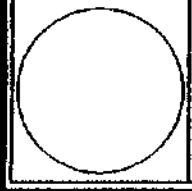
8'-6" IRON FENCE ELEVATION
SCALE: 1/2" = 1'-0"

6' WOOD FENCE ELEVATION
SCALE: 1/2" = 1'-0"

Projects
CHAPEL HILL
FENCE DETAILS
616 HARBOR, WA.



327-4441 NE-888 301
Redmond, WA 97053
(503) 887-1188
301 SW Market St.
Redmond, OR 97053
(503) 887-8277



Drawn by: INT
Checked by: INT
DATE: 08-12-09
REV: 00-00-00
00-00-00
A1
A1
ALPENDING



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: STREET VACATIONS
DATE: JUNE 6, 1996

INFORMATION/BACKGROUND

Currently, there are no procedures in place for the handling of a request for a street vacation and each request has been handled on a case-by-case basis. Attached is an ordinance drafted by legal counsel establishing procedures, notice requirements and fees for the vacation of streets and alleys within the City.

FISCAL CONSIDERATIONS

This ordinance establishes an administration fee of \$150 to process the request for vacation. A deposit of \$500 must be made to cover the cost of appraisal fees. If the appraisal is less than the deposited amount, the remainder will be refunded. If the appraisal will be more than \$500, the applicant will be billed for the remainder.

RECOMMENDATION

Staff recommends that Council approve this ordinance at its second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STREETS, ALLEYS AND PUBLIC PLACES, ESTABLISHING THE PROCEDURES, NOTICE REQUIREMENTS AND FEES FOR THE VACATION OF STREETS AND ALLEYS WITHIN THE CITY, IMPLEMENTING THE AUTHORITY GRANTED TO THE CITY IN CHAPTER 35.79 RCW, ADDING A NEW CHAPTER 12.14 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City does not currently have procedures for the vacation of streets and alleys; and

WHEREAS, the City has the authority, pursuant to chapter 35.79 RCW, to adopt an ordinance for the implementation of street and alley vacations; now, therefore,

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

Section 1. A new chapter 12.14 is hereby added to the Gig Harbor Municipal Code, to read as follows:

CHAPTER 12.14

Vacation of Streets and Alleys

Sections:

12.14.002	Petition for Vacation
12.14.004	Petition Fees
12.14.006	Appraisals
12.14.008	Notice of Hearing
12.14.010	Protest
12.14.012	Hearing
12.14.014	Easements for Utilities and Services

12.14.016	Vacation of Waterfront Streets
12.14.018	Compensation for Vacation
12.14.020	Payment of Compensation or Conveyance
12.14.022	Posting and Mailing Notices -- Recording Ordinance

Section 12.14.002. Petition for Vacation.

A. **Petitions authorized.** The owners of an interest in any real estate abutting upon any street or alley desiring to vacate the street or alley or any part thereof, may petition the City Council to make such vacation.

B. **Elements of Petition.** The vacation petition shall include a legal description of the property to be vacated, as prepared by a licensed surveyor.

C. **Filing of Petition.** The petition or resolution shall be filed with the City Clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley to sought to be vacated.

D. **Council Resolution for Vacation/Council Action on Resolution or Petition.** Upon receipt of petition for vacation, or after the City Council's own motion on its own resolution for vacation, the City Council shall adopt a resolution fixing a time when the petition will be heard and determined, which time shall not be more than sixty days nor less than twenty days after the date of the passage of the resolution.

Section 12.14.004. Petition Fees.

A. **Pre-hearing Fee.** Every petition for the vacation of any street, alley or public place, or any part thereof, shall be accompanied by an initial nonrefundable payment to the City of a pre-hearing fee of one hundred dollars (\$100.00), to defray the administrative costs incurred in processing such vacation petitions.

B. **Appraisal Fees to be Paid After Council Recommends Vacation.** At the time the City Council recommends granting a vacation petition, the petitioner shall deposit five hundred (\$500) with the Public Works Director, which shall be the City's estimated cost of the full appraisal. In the event that the appraisal cost is less than the amount deposited, the vacation compensation payable to the City shall be reduced by the difference between the deposit and the actual cost, or, in the alternative, such difference shall be refunded. In the event the cost of the appraisal cost is more than the amount deposited, the vacation compensation payable to the City shall be increased by the difference between the deposit and the actual cost, or in the alternative, such difference shall be separately billed and paid by the petitioners prior to the approval of the vacation.

Section 12.14.006. Appraisals. The Public Works Director is authorized to obtain appraisals from qualified, independent appraisers of such streets, alleys or public places, as are recommended for vacation, after the hearing by the City Council or a committee thereof, and is further authorized to obtain appraisals from qualified, independent real estate appraisers of the fair market value of the alternate right-of-way land proposed to be granted or dedicated to the City for street or alley purposes in lieu of a cash payment in the manner contemplated by Section 12.14.016. In such instance, an additional appraisal deposit fee shall be paid for the appraisal of such parcel(s), and according to the fee and time schedule provided in Section 12.14.004.

Section 12.14.008. Notice of Hearing.

A. **Notice to be Provided.** Upon the passage of the resolution, the City Clerk shall give twenty (20) days' notice of the pendency of the petition by a written notice posted in three of the most public places in the City, and a like notice in a conspicuous place on the street, alley or public place sought to be vacated.

B. **Elements of Notice.** The said notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition. The notice will state that the Council shall hold a public hearing on the proposed vacation in the manner required in this chapter. In addition, the notice posted on the alley or street proposed to be vacated shall indicate that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to the City Council indicating his or her objection.

C. **Notice where Council Initiates Vacation by Resolution.** In all cases where the proceeding is initiated by resolution of the City Council without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street, alley or public place sought to be vacated, in addition to the notice hereinabove required, there shall be given by mail at least fifteen days before the date fixed for the hearing, a similar notice to the record owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street, alley, public place or portion thereof sought to be vacated, as shown on the rolls of the County treasurer.

Section 12.14.010. Protest. If fifty percent (50%) of the abutting property owners file written objections to a Council-initiated vacation with the City Clerk prior to the time of the hearing, the City shall be prohibited from proceeding with the resolution.

Section 12.14.012. Hearing. The hearing on such petition may be held before the City Council or before a committee thereof upon the date fixed by resolution or at the time said hearing may be adjourned to. The City Council may grant the petition to vacate the street, alley, or any

part thereof by ordinance, with or without conditions, or the City Council may deny the petition.

Section 12.14.014. Easements for Utilities and Services. Ordinances vacating streets, alleys, public places or portions thereof may contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.

Section 12.14.016. Vacation of Waterfront Streets.

A. The City shall not vacate a street, alley or other public place or portion thereof, if the street, alley or public place abuts a body of fresh or salt water, unless:

1. the vacation is sought to enable the City to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses;

2. the City Council, by resolution, declares that the street, alley or public place is not presently being used as a street, alley or public place, and that the street, alley or public place is not suitable for the following purposes: port, beach or water access, boat moorage, launching sites, park, public view, recreation or education; or

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

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

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

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

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

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

Section 12.14.018. Compensation for Vacation.

A. **Payment for Vacation.** Ordinances vacating any street, alley or public place which has not been acquired at public expense shall not be passed by the City Council until a sum equal to one-half (1/2) of the fair market value, as shown in the appraisal, of the area vacated is paid to the City. Where the area vacated was acquired at public expense, the sum to be paid to the City shall be equal to the full fair market value, as shown in the appraisal, of the area vacated. As contemplated by Section 12.14.014, the full fair market value, as shown in the appraisal shall be paid upon vacation of streets abutting upon bodies of water.

B. **In-lieu Transfers of Property.** Conveyance of other property acceptable to the City may be made in lieu of the payment required by subsection A, whether required to mitigate adverse impacts of the vacation or otherwise. When such conveyance is made for street purposes, one-half (1/2) of the fair market value, as shown in the appraisal, of the land conveyed shall be credited to the required payment. When the conveyance is made in fee for purposes other than street purposes, the full appraised value of the land conveyed shall be credited to the required payment.

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

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

D. **Vacations Initiated by Council Resolution.** The Council may pass a vacation ordinance to vacate a street, alley or public place without requiring that the abutting property owners make payment to the City for such vacation where: (1) the street, alley or public place was not acquired at City expense; (2) the City determines that the street, alley or public place is not needed for public travel either now or in the foreseeable future; (3) the City's maintenance or upkeep of the street, alley or public place is unrelated to any use of the street, alley or public place for public travel.

Section 12.14.020. Payment of Compensation or Conveyance. Upon securing the appraisal of the value of the street, alley or public place to be vacated as provided in this chapter, the Public Works Director shall notify the petitioner of the amount of compensation, deducting therefrom any remaining appraisal fee deposit not previously refunded to the petitioner. The payment shall be delivered to the Public Works Director, who, upon receipt of any such payment, shall forthwith transmit the same to the Finance Director for deposit. In the event that the petitioner has received approval of delivery of an instrument granting or dedicating to the City a parcel(s) of land in lieu of a cash payment as contemplated by Section 12.14.016(B), the Director of Public Works, at the applicant's expense shall obtain a policy of title insurance insuring title thereto in the City.

Section 12.14.022. Posting and Mailing Notices -- Recording Ordinance. Posting and mailing of the notices provided for in this chapter shall be the responsibility of the City Clerk. As required by RCW 35.79.030, a certified copy of the ordinance vacating a street, alley or public place, or any portion thereof, shall be recorded by the City Clerk and the office of the Pierce County Auditor and Assessor.

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

Section 3. 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: 6/6/96
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STREETS, ALLEYS AND PUBLIC PLACES, ESTABLISHING THE PROCEDURES, NOTICE REQUIREMENTS AND FEES FOR THE VACATION OF STREETS AND ALLEYS WITHIN THE CITY, IMPLEMENTING THE AUTHORITY GRANTED TO THE CITY IN CHAPTER 35.79 RCW, ADDING A NEW CHAPTER 12.14 TO THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 1996.

CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR GRETCHEN WILBERT AND CITY COUNCIL MEMBERS

FROM: Wes Hill, P.E.
Public Works Director

SUBJ: WASTEWATER TREATMENT PLANT EXPANSION PROJECT
- CHANGE ORDER NO. 3

DATE: June 5, 1996

BACKGROUND

The contract for this project was awarded to McClure & Sons, Inc. on June 26, 1994 in the amount of \$2,213,570.66. Based on a September 19, 1994 starting date, work on the 365-calendar day project was originally scheduled for completion by September 19, 1995.

Two change orders have been issued for this project in the total amount of \$24,263.12, or approximately one (1) percent of the original contract amount. Change Order No. 2 was submitted for Council review and approval on November 8, 1995. The previous change orders are summarized below:

Change Order No. 1 (\$10,104.22) provided for the following:

1. Relocation of process water and chlorine solution lines.
2. Modifications to the clarifier piping.
3. Removal of an existing electrical vault west of the aeration basins.
4. Patch and repair existing aeration basin exterior wall.
5. Modifications due to clarifier scum pipe being lower than shown on the as-built drawings.
6. Modifications to the cyclone degritter inlet riser pipe to provide for future connection of a second cyclone degritter.
7. Extension of contract time by 14 working days due to inclement weather and unworkable site conditions during October and November 1994, and 26 working days for items 1, 2, and 3.

Change Order No. 2 (\$14,158.90) provided for the following:

1. Relocation of existing light pole.
2. RAS pipe air vent from clarifier.
3. Replacement of existing screening hopper at the headworks.
4. Electrical power service to centrifuge slide gate.
5. Modifications to the mud valve and pipe supports.
6. Modifications to digester equipment mountings.

7. Weir opening and grating support for the west aeration basin.
8. On-off selector switch to new clarifier.
9. Replacement of foam cutter shafts.
10. Modifications to headwork septage receiving station.
11. Digested sludge pump remote speed control at centrifuge control panel.
12. Modifications to the dissolved oxygen analyzer probes (credit).
13. Modifications to the aeration basin effluent splitter box slide gate (credit).
14. Deletion of asphalt paving (credit).
15. Extension of contract time by 52 working days for items 1, 4, 7, and 9.

The items under Change Order No. 3 reflect both resolution of long-standing items and more current items essential to successful completion and startup. Change Order No. 3 will add \$23,542.18 to the total cost of the Contract (including state sales tax) and 94 working days. If Change Order No. 3 is approved, the total authorized change order amount for change orders no. 1, 2, and 3, would be \$47,805.30, or approximately two percent (2%) of the original contract amount. The items in this change order are briefly summarized below, with more complete detail provided in the attached Change Order No. 3.

Change Order No. 3 (\$23,542.18) provides for the following:

1. Deletion of modification to headworks septage receiving station in Change Order No. 2 (credit).
2. Additional fittings on the RAS pipe due to insufficient as-built information.
3. Modifications for electrical system for relocated dissolved oxygen probes and new headworks due to conflicting site conditions.
4. Modifications to aeration basin demolition due to insufficient as-built information.
5. Revise septage aeration piping due to conflicting site conditions.
6. Modifications to rotary screen pipe to optimize equipment performance per the manufacturer's requirements.
7. Modifications to slide and sluice gates due to conflicting site conditions.
8. Extra control wires to allow full operation of the cyclone degritter.
9. Auto restart for RAS Pump VFD's to allow automatic restart after power failure in the absence of an operator.
10. Pressure reducing valve for the progressive cavity pump's seal water valve to provide water pressure compatible with the pump's operating requirements.
11. Demolition of a concrete mass in the path of the septage pipe due to insufficient as-built information.
12. Modifications to centrifuge supports, hoist beam and building drains due to conflicting site conditions.
13. Modifications to handrails at the north blower building and at the west end of the new aeration basin due to conflicting site conditions.

14. Modifications to aeration basin wall reinforcing steel due to differences in height between the old and new aeration basins.
15. Modifications to screw press enclosure, and RAS hoist beam footing due to conflicting site conditions.
16. Modifications to selector zone walls to provide minimum aeration basin volumes.
17. Extra ventilation pipe penetration through the ATAD roof for the odor control system.
18. Modifications to chlorination system to allow isolation of each of the four lines.
19. Modifications to the RAS pump VFD's to allow each pump to run independently.
20. Replacement of existing VFD for the new progressive cavity digested sludge pump due to apparent incompatibilities.
21. Extension of contract time by 40-working days at no cost due to difficulties and mutual interest in resolving equipment and process control problems. The contract time is extended by an additional 54-working days in conjunction with items 2, 3, 4, 7, 8, 9, 11, 19, and 20.

The Department continues to work with the Contractor and the project designers, Gray & Osborne, Inc., to resolve various items that have proven problematic and impediments to successful startup. The focus has narrowed sufficiently that representatives for the Contractor, equipment manufacturers, and designers are scheduled to be on-site the week of June 10, 1996 to systematically work through the various problem areas. It is anticipated that full operation will be possible by June 12, 1996 allowing commencement of the 30-day commissioning period.

This memorandum requests your authorization to approve Change Order No. 3.

ISSUES/FISCAL IMPACT

Approval of Change Order No. 3 will increase the original contract amount of \$2,213,470.06 by \$23,542.18 for a new total authorized contract amount of \$2,261,275.36, including state sales tax. Sufficient funds are available in the Sewer Department fund for the additional contract amount.

Work on the wastewater treatment plant was not specifically budgeted for 1996. A progress payment of \$52,604.70 (less retainage) was made in March 1996 bringing the total payments to \$2,196,930.10 (less retainage).

RECOMMENDATION

This Department recommends that the Council move and approve authorization for the Public Works Director to execute Change Order No. 3 for the Wastewater Treatment Plant Expansion Project in the amount of \$23,542.18, and extending the contract by 94 working days.

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE & YAKIMA, WASHINGTON

G&O #91761.01
CHANGE ORDER NO. 3
APRIL 26, 1996

CITY OF GIG HARBOR
PIERCE COUNTY,
WASHINGTON
OWNER

MCCLURE & SONS, INC.
16300 MILL CREEK BLVD.
MILL CREEK, WA 98012
CONTRACTOR

Under contract for WASTEWATER TREATMENT PLANT EXPANSION, the following changes are hereby authorized:

Item No. 1 - Modification to Headworks Septage Receiving Station (PC23)

All work related to constructing and installing the bar screen and baffles at the septage receiving station authorized under Change Order No. 2, Item 10 shall be removed from the Project.

Justification: After further consideration of this matter, the City prefers the original trash basket configuration described on sheet M-4 instead of the bar screen and baffles.

Total Deduct Cost of Item No. 1 (Without Sales Tax) (\$1,095.74)

Item No. 2 - RAS Pipe Conflict at New Clarifier (PC1)

Install additional fittings on the six inch RAS pipe as necessary to avoid conflicts with clarifier foundation. Work to include all labor, equipment and materials

Justification: Contractor encountered differing site conditions while installing the new clarifier. The existing yard piping was not situated per the as-built drawings used to prepare the plans.

Total Cost of Item No. 2 (Without Sales Tax) \$644.15
Total Time Extension for this Item (Working Days) 1

Item No. 3 - Electrical Conduit Extension From MH#3 (PC3C)

Remove existing electrical handhole #1 (HH-1) and install new 3/4 inch and 1 inch conduit to connect electrical manhole #3 to new headworks. Work to include all labor, equipment and materials.

Justification: The existing HH-1 was situated such that it conflicted with the construction of the new aeration basin influent channel and new headworks piping. With HH-1 removed, additional conduit is required to provide power and signal control from electrical manhole #3 for circuits to the relocated dissolved oxygen probes and new headworks.

Total Cost of Item No. 3 (Without Sales Tax) \$2,347.92
Total Time Extension for this Item (Working Days) 14

Item No. 4 - Aeration Basin Demolition Modifications

Revise demolition work to account for differing site conditions at the north wall of the existing aeration basin. Work to include all labor, equipment and materials.

Justification: The configuration of the north aeration basin wall was found to be different than that shown on the as-built drawings and the contract plans. In place of lean concrete, structural concrete was encountered with poured in place wood key-ways and PVC wrapped rebar. Additional work encountered includes ripping out wood key-ways, saw cutting water-stop, preparing existing rebar, and drilling and installing dowels. Since four feet of the existing slab was to remain, changes to the west aeration wall and influent channel are required to accommodate existing form work.

Total Cost of Item No. 4 (Without Sales Tax) \$7,844.34
Total Time Extension for this Item (Working Days) 15

Item No. 5 - Revised Septage Aeration Piping (PC10)

Provide additional cuts and welds in existing air pipe to avoid ATAD roof beam and reconnect existing diffusers.

Justification: The width of the new beam supporting the south end of the ATAD roof conflicts with the existing aeration pipe feeding the old aerobic digester. Additional cuts in the aeration piping are necessary to avoid the new roof beam. As a result of the pipe modifications to avoid the roof beam, connection to the existing diffusers must be re-configured to meet the requirements of the plans and specification.

Total Cost of Item No. 5 (Without Sales Tax) \$1,091.21

Item No. 6 - Rotary Screen Pipe Modification (PC15)

Install 14-inch pipe spool, reducer and 90 degree elbow from rotary screen flange connection back to the 10-inch 90 degree elbow.

Justification: The manufacturer supplied the Hycor rotary screen with a 14" inlet pipe connection to insure proper unit performance. To reduce inlet velocities and improve performance of the Hycor rotary screen, an increase in inlet pipe size and fittings must be installed at the new headworks.

Total Cost of Item No. 6 (Without Sales Tax) \$476.31

Item No. 7 - Slide Gate Repair and Sluice Gate Removal (PC24)

Repair leaks on existing slide gate at the northwest corner of the existing aeration basins and remove the existing two sluice gates located in the divider wall of the old aeration tanks on the west end. Work also includes removal of sluice gate anchors and grouting the openings flush with existing wall.

Justification: Per RFI #48 a conflict between the slide gate frames and structural configuration of the influent channel prevented installation of the gates in accordance with the plans. To control flows through the influent channel, the existing slide gate is to remain in place at the northwest corner of the old aeration tanks. Since the existing gate will remain in service, additional grouting is required to prevent leaking around the slide grate frame.

The selector zone walls were moved 1.5 feet west per RFI #32. As a result of the shift in the wall locations, the two existing sluice gates are impacted and must be removed. The sluice gate openings must be grouted flush with the existing wall to accommodate rebar for constructing the new selector zone walls.

Total Cost of Item No. 7 (Without Sales Tax)\$847.12
Total Time Extension for this Item (Working Days)..... 1

Item No. 8. - Cyclone Degritter Control Wire (PC27)

Install additional control wires for operation of solenoid valve and two (2) inch plug valve with electric actuator at the cyclone degritter. Work to include all labor, materials and equipment

Justification: The electrical plans indicated that five wires were to be installed to operate both the solenoid valve and plug valve electric actuator. The actuator supplied with the cyclone degritter required two additional wires for proper operation. The work consists of installation of the extra two wires.

Total Cost of Item No. 8 (Without Sales Tax)\$538.67
Total Time Extension for this Item (Working Days)..... 2

Item No. 9. - Auto Restart For RAS Pump #1 and #2 VFDs (PC28)

Add an auto restart feature to the two new RAS pump VFDs. Work to include all labor, materials and equipment.

Justification: The RAS pump VFDs were not supplied with the operational feature providing automatic restart in the event of a power outage or fail signal. Should the RAS pumps stop due to one of the above reasons or other operational conditions, the pumps would have to be reset manually. Since the plant is not manned on a 24 hour basis, the auto restart feature must be added to allow the pumps to restart without having a plant operator present.

Total Cost of Item No. 9 (Without Sales Tax)\$852.59
Total Time Extension for this Item (Working Days)..... 5

Item No. 10. - Seal Water Pressure Reducing Valve (PC29)

Add a pressure reducing valve to the seal water line for the progressive cavity pump
Work to include all labor, material and equipment.

Justification: The water pressure for the seal water line to the progressive cavity pump is in excess of that recommended by the pump manufacturer. The pump manufacturer indicates the seals on the pump are rated for approximately 40 psi. Since the plant water pressure is higher than the recommend value, a pressure reducing valve is needed to reduce the seal water line pressure used to flush the gland of the pump.

Total Cost of Item No. 10 (Without Sales Tax)\$335.86

Item No. 11. - Demolition of Unforeseen Concrete (PC30)

Remove and dispose of concrete near the west wall of the old aeration basins. Work to include all labor, materials and equipment.

Justification: As the contractor was installing the septage pipelines and chlorine drain line, an unforeseen buried mass of concrete was situated in the path of the trench. In order to install the pipeline per plans and minimize impacts to the existing road and underground utilities, the concrete mass has to be removed and hauled off-site to a suitable disposal area. The concrete is a differing site condition.

Total Cost of Item No. 11 (Without Sales Tax)\$715.64
Total Time Extension for this Item (Working Days)..... 2

Item No. 12. - Modification to Centrifuge Supports, Hoist Beam and Building Drains (PC31)

Modify existing building components to accommodate the centrifuge supports and modify the centrifuge hoist beam for trolley clearance. Work to include all labor, materials and equipment

Justification: To install the support structure for the centrifuge, additional work is required to modify the existing sludge room east wall and building drains. The work includes additional time and materials to modify hoist beam support clips and to reroute the interior building drains to avoid the new support beam and to pass over the roll up door. Work related to the hoist beam involves the removal of the fabricated support clips because the height of the trolley conflicted with the clips. To allow the trolley to move freely along the length of the beam, new support clips per RFI #64 shall be fabricated and installed on the beam.

Total Cost of Item No. 12 (Without Sales Tax)\$779.54

Item No. 13. - Handrail Modifications (PC33)

Provide new supports for handrail at the north blower building stairs and at the west end of the new aeration basin. Work to include all labor, material and equipment.

Justification: The existing handrail on the north stairs of the blower building is anchored to the side of the existing digester. With the addition of the new ATAD roof slab, the existing handrail cannot be re-installed with the existing supports. Modifications need to be made to the base of the handrail to anchor it to the ATAD roof.

Installation of the new aeration pipe at the west end of the aeration basin conflicts with the bottom rail of the new handrail. To install the bottom rail and meet OSHA requirements for rail separation, additional vertical supports are required on both sides of the aeration pipe to support the bottom horizontal rail.

Total Cost of Item No. 13 (Without Sales Tax)\$317.58

Item No. 14. - Modification To Aeration Wall Rebar (PC37)

Field cut rebar for adjustment due to differing wall heights between the old aeration basin and the new aeration basin. Work to include all labor, materials and equipment.

Justification: The rebar for the new aeration wall must be trimmed to accommodate the difference in height between the old aeration basin and the new basin. The difference in wall heights is approximately 1.5 inches.

Total Cost of Item No. 14 (Without Sales Tax)\$300.75

Item No. 15. - Modifications To Screw Press Enclosure and RAS Hoist Beam Footing (PC38)

Additional work required to install the screw press enclosure includes materials for the concrete footing to support the columns and dimensional revisions to provide clearance for new equipment. RAS hoist modifications include work necessary to relocate footing and beam supports to avoid conflicts with existing structures. Work to include all materials, labor and equipment.

Justification: Layout of the screw press enclosure, ATAD roof framing and proposed equipment pads surrounding the screw press structure indicates clearance conflicts. The screw press enclosure supports and anchor footing need to be revised to provide sufficient clearances between the enclosure and the aspirating mixers on the ATAD roof.

Conflicts exist with the location of the RAS hoist beam support footings and existing equipment. Field layout of the support footings indicated conflicts with the existing stairs and handrail. The hoist beam support and support footing shall be relocated to avoid the conflicts.

Total Cost of Item No. 15 (Without Sales Tax)\$519.22

Item No. 16. - Modification To Selector Zone Walls (PC39)

Move the selector zone walls one and half (1.5) feet west of the location shown on the plans. Work to include all labor, materials and equipment.

Justification: In accordance with RFI #32, the selector zone walls shall be relocated to provide proper basin volumes. The impact of the wall relocation requires the contractor to utilize a different method of forming the walls than originally considered at the time of bidding. The contractor also has to revise the aeration pipe layout to conform with the relocation of the walls.

Total Cost of Item No. 16 (Without Sales Tax)\$686.39

Item No. 17. - ATAD Roof Penetrations (PC40)

Provide extra ventilation pipe penetration through ATAD roof and seal around pipe duct with grout. Work to include all labor, materials and equipment.

Justification: In accordance with RFI #53A, an extra pipe penetration is required for the odor control system. The pipe penetration must be grouted to provide an air tight seal.

Total Cost of Item No. 17 (Without Sales Tax) \$608.57

Item No. 18. - Modifications to Chlorine System (PC43)

Provide additional isolation valves on the dilution water piping for the chlorine injection system. Work to include all labor, materials and equipment.

Justification: An additional ball valve is required at the dilution water manifold for the chlorine injector system to provide isolation of the four chlorine solution lines.

Total Cost of Item No. 18 (Without Sales Tax) \$385.58

Item No. 19. - Modifications to RAS VFD (PC44)

Provide a dual channel isolator for each of the RAS pump VFDs to allow pumps to run independently in auto mode. Work to include all labor, materials and equipment.

Justification: The RAS Pump VFDs provided by the Contractor did not include the optional feature to allow independent operation, if one VFD were taken off line. The feature is required to allow one clarifier and associated RAS pump to be removed from service for maintenance or at very low plant flows. The plans and specifications did not clearly indicate the need for this feature.

Total Cost of Item No. 19 (Without Sales Tax) \$657.09
Total Time Extension for this Item (Working Days) 2

Item No. 20. - Replace Existing Digested Sludge Progressive Cavity Pump VFD (PC45)

Provide a new Allen Bradley VFD to operate the progressive cavity pump. Work to include all labor, materials and equipment.

Justification: According to the plans and specifications, the existing RAS pump Allen Bradley VFD located in the electrical control room was to be relocated to the blower building to operate the new progressive cavity sludge pump. Several unsuccessful attempts were made at modifying the existing VFD so it would properly control the speed of the new progressive cavity sludge pump. Since the existing 10-year old VFD will not work properly, a new VFD is required.

Total Cost of Item No. 20 (Without Sales Tax) \$2,965.73
Total Time Extension for this Item (Working Days) 12

Item No. 21 - Contract Time Extension

Provide additional time for Contractor to complete contractual obligations and remaining work. The time extension would be non-compensatory.

Justification: These are a number of items which have contributed to the overall delay of the Project and fall outside the responsibility of the Contractor. These items include installation of a backflow preventer for the polymer equipment, resolution of electrical problems with the existing RAS pump Allen Bradley VFD and start up of the ATAD. Another item which has delayed the Project but is the Contractors responsibility deals with the controls for the centrifuge control panel.

In order for the contract to be completed, the polymer equipment, digested sludge pump VFD, and centrifuge need to be operational and have the ability to function together. The startup of this equipment also requires that a volume of ATAD sludge is available for processing.

Since the beginning of this year, the polymer equipment, digested sludge pump, and centrifuge have been installed but have been unable to operate together due to various problems outside the control of the Contractor. Delays were encountered when the owner needed to pursue a waiver from the Department of Health to allow installation of a backflow preventer in line with the polymer equipment so that City water could be provided for equipment operation. Delays also occurred as a result of work to troubleshoot and replace the existing Allen Bradley VFD that was relocated to control the digested sludge pump. The Owner made several attempts to repair the VFD prior to ordering a new VFD to operate the digested sludge pump. Delays were also associated with revision of the wiring the centrifuge control panel in a manner which allowed the polymer system and digested sludge pump to operate together with the centrifuge.

The remaining item resulting in a delay involves the start-up of the ATAD. Since the polymer system, digested sludge pump, and centrifuge control panel have not been fully operational, the ATAD start-up has been postponed until the above mentioned equipment is operational.

Total Cost of Item No. 21 (Without Sales Tax)\$0.00
Total Noncompensatory Time Extension for this Item (Working Days)..... 40

Total Cost of this Change Order (Without Sales Tax) \$21,818.52
Total Sales Tax (7.9%) for this Change Order \$1,723.66
Total Cost for this Change Order Including Sales Tax..... \$23,542.18

Total Time Extension for this Change Order (Working Days) 94
Total Time Extension for this Contract (Working Days) 186
Original Construction Completion Date September 19, 1995
Revised Construction Completion Date June 12, 1996

This document will become a supplement to the Contract and all provisions apply hereto. All items on this Change Order will be performed in accordance with the Contract Plans and Specifications, except as noted above.

Item No. 21 - Contract Time Extension

Provide additional time for Contractor to complete contractual obligations and remaining work. The time extension is non compensatory.

Justification: There have been a number of items which have contributed to the overall delay of the Project. These items include installation of a backflow preventer for the polymer feed equipment, resolution of electrical problems with the Allen Bradley VFD for the RAS pump, difficulties with the ATAD system and the cyclone degritter, control wiring for the centrifuge control panel, and difficulties obtaining a suitable solids content for processing sludge through the centrifuge.

It is recognized that not all of the above items are strictly the fault or responsibility of the Contractor. In recognition of the mutual responsibilities and interest in completing the Project, it is mutually agreed to extend the time of the Contract in effort to accomplish the remaining contractual obligations and work.

Total Cost of Item No. 21 (Without Sales Tax)\$0.00
Total Noncompensatory Time Extension for this Item (Working Days)..... 40

Total Cost of this Change Order (Without Sales Tax)\$21,818.52
Total Sales Tax (7.9%) for this Change Order\$1,723.66
Total Cost for this Change Order Including Sales Tax.....\$23,542.18

Total Time Extension for this Change Order (Working Days) 94
Total Time Extension for this Contract (Working Days)186
Original Construction Completion Date September 19, 1995
Revised Construction Completion Date June 12, 1996

This document will become a supplement to the Contract and all provisions apply hereto. All items on this Change Order will be performed in accordance with the Contract Plans and Specifications, except as noted above.

Recommended by:

Mr. John P. Wilson, P.E.
Gray & Osborne, Inc.
(Engineer)

John P. Wilson 5-10-96
Name Date

Accepted by:

Mr. Jim Vogt
McClure and Sons, Inc.
(Contractor)

_____ _____
Name Date

Approved by:

Mr. Wes Hill, P.E.
City of Gig Harbor
(Owner)

_____ _____
Name Date

Four Copies: Owner (1); Contractor (1); Engineer (1); Resident Engineer (1)



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 *Wes Hill*
DATE: June 6, 1996
SUBJECT: Pavement Replacement at Pioneer Way

BACKGROUND

Following completion of the Pioneer Way overlay in 1992, a section of old asbestos cement (AC) water line ruptured north and west of the Judson Street intersection causing damage to downslope sections of roadway and asphalt concrete walkway. While the damaged pavement in the immediate vicinity of the broken main was repaired at the time; additional damage has appeared over time as a result of subgrade displacement, and settlement. This has created increasingly uneven (and substandard) driving and walking surfaces involving approximately 170-square yards of pavement primarily in the uphill (southwest bound) lane of Pioneer Way, and 45 linear feet of asphalt walkway (on the southeast side of the Pioneer Way-Judson Street intersection).

The nature and extent of the damage exceeds what our Department is able to pursue under routine maintenance activities. Consideration had been given to incorporating the repair work with the work on Judson Street, and/or replacement of the remaining section of AC water line between Harborview and the new section of PVC water line near Edwards Street on Pioneer Way. However, the condition appears to be worsening, and the damaged surfaces are located in a heavily used and highly visible section of the downtown area that will be a focal point during the 50th Anniversary celebrations.

On June 3, 1996, the City Council's Public Works Committee was consulted to confirm authorization to solicit price quotations subject to Council review and determination whether to proceed based on the lowest price quotation proposal received. In accordance with the City's Small Works Roster Process (Resolution 411), price quotation proposals were requested from five firms. The lowest price quotation received was from Lakeridge Paving Company in the amount of \$9,940.00.

This memorandum requests your authorization to award and execute the contract for the work. It is anticipated that the work will be completed within three weeks after contract award, weather permitting.

ISSUES/FISCAL IMPACT

As an unanticipated repair, this project was not included in the Department's annual budget. However, due to deferral of several projects to the 1997 construction season, funds are available for the pavement replacement.

RECOMMENDATION

This Department recommends that the Council move and approve award and execution of the contract for Pavement Replacement at Pioneer Way to Lakeridge Paving Company, as the lowest responsible respondent, for their price quotation proposal amount of \$9,949.00, subject to their compliance with the contract provisions.

**'96 PAVEMENT REPLACEMENT AT PIONEER WAY
PRICE QUOTATION SUMMARY**

BIDDERS	ITEM 1 COMPACTION TESTING	ITEM 2 TRAFFIC CONTROL	ITEM 3 ADJUST WATER VALVES	ITEM 4 PAVEMENT REMOVAL & SUBGRADE PREP	ITEM 5 ASPHALT CONCRETE PAVEMENT	ITEM 6 ASPHALT CONCRETE WALKWAY RECONSTRUCTION	TOTAL BID
ACE PAVING	NO RESPONSE						
LAKERIDGE PAVING	\$100.00	\$1,500.00	\$600.00	\$3,780.00	\$2,970.00	\$990.00	\$ 9940.00
SPADONI BROTHERS	NO RESPONSE						
TUCCI & SONS	\$500.00	\$2,700.00	\$1,500.00	\$4,590.00	\$7,020.00	\$3,375.00	\$19,685.00
WOODWORTH & SONS	\$200.00	\$1,000.00	\$450.00	\$2,700.00	\$5,400.00	\$450.00	\$10,200.00
ENGINEER'S ESTIMATE	\$1,000.00	\$1,700.00	\$300.00	\$1,900.00	\$5,200.00	\$800.00	\$10,900.00

MAYOR'S REPORT
June 10, 1996



50th ANNIVERSARY CELEBRATION / SCHEDULE

Interest is increasing throughout the community with new events being added to the Calendar of Events.

The Virginia V, the last of the mosquito fleet, has accepted an invitation to visit Gig Harbor. They will arrive at Jerisich Dock at high tide on July 20th. The floating museum will be open to the public. Donations will provide funds to preserve this historic vessel.

The Mariners will be dedicating one of their games to a *Gig Harbor Anniversary Night*. Date has yet to be chosen. We suggested the event should be scheduled prior to the week of the celebration July 19 - 28.

Native Americans will be holding a Canoe-In at Steilacoom during this time and may canoe through Gig Harbor. Cultural ancestry of several Gig Harbor residents is found in the Steilacoom Tribe.

