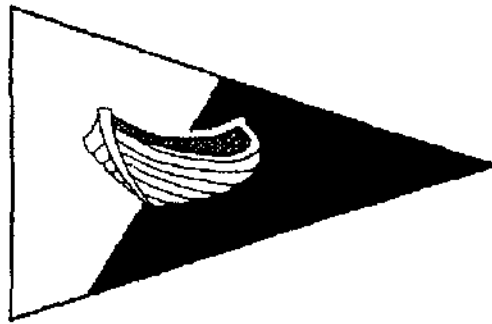


**GIG HARBOR
CITY COUNCIL MEETING**



JANUARY 23RD, 1995

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
January 23, 1995 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMITTEE APPOINTMENTS:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Office of Financial Management - Population Determinations.

OLD BUSINESS:

1. Second Reading - DOE Loan Ordinance.

NEW BUSINESS:

1. Contract for Professional Services - Hearing Examiner.
2. Street Lighting Services - Peninsula Light Company.
3. Short Plat Request - Al Stenger.
4. Request to Install a Telecommunications Antennae on Water Tank.
5. Replacement - Rushmore Well Pump.
6. T.I.A. Grant for No. Harborview and Harborview Drive Projects.
7. Alastra Lane PUD Proposal - David Fisher / Rush Construction.
8. Amendment to Building Code and Fee Schedule Resolution - Planning/Building.
9. Liquor License Renewals - Harbor Inn and Neville's Shoreline.

COUNCIL COMMENTS:

STAFF REPORTS:

Ray Gilmore / Planning Department.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: To discuss litigation, negotiation, and property acquisition matters.

ADJOURN:



City of Gig Harbor. The "Maritime City."

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

TO: CITY COUNCILMEMBERS
FROM: GRETCHEN WILBERT, MAYOR
SUBJECT: 1995 COUNCIL APPOINTMENTS
DATE: JANUARY 23, 1995

COMMITTEE ASSIGNMENTS

It's the time of the year for us to think about the 1995 assignments to the Council Committees. Where you serve is your choice. Please consider what committees peak your interest and offer to volunteer.

The 1994 Committee Assignments were as follows:

<u>Finance Committee:</u>	Corbett Platt Steve Ekberg
<u>Public Works Committee:</u>	Nick Markovich Corbett Platt
<u>Public Safety Committee:</u>	Jeanne Stevens Taylor John Picinich

If you are comfortable with the status quo, so am I. You have all been here when you were needed and I thank you. Please take action on these committee appointments.

MAYOR PRO TEM

It's been my custom to pass this honor and privilege among council members. I extend a hearty thank you to Councilmember Markovich for accepting this responsibility in the past. Councilmember Platt nodded in the affirmative when I asked if he would be interested in the position. If he is still interested, please affirm my appointment of Councilmember Platt as Mayor Pro Tem for 1995.

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 9, 1995

PRESENT: Councilmembers Picinich, Ekberg, Stevens Taylor, Markovich and Mayor Wilbert. Councilmember Platt was absent.

PUBLIC COMMENT / DISCUSSION:

Tom Morfee - representing PNA. Mr. Morfee strongly voiced his disappointment of the Lube & Car Wash sign recently erected along SR-16 at the off-ramp to Pioneer. He asked for a revision of the sign code that allowed that signage to occur and offered to serve on an Ad Hoc committee to help facilitate the changes.

Michael Perrow - 9119 North Harborview Drive. Mr. Perrow passed out a map illustrating the crosswalk area in front of the Shoreline Restaurant on No. Harborview. He said that this area was dangerous because of poor lighting and lack of visibility of pedestrians because of the close proximity of parked cars to the crosswalk. He added that several times he has had to slam on his brakes to avoid striking someone who has stepped out in front of him. He suggested that extra lighting be installed, and that the two parking stalls on either side of the crosswalk be restricted to parking to allow better visibility.

Mayor Wilbert explained that this is a problem area that will be addressed with the North Harborview Drive Project due to begin this year.

CALL TO ORDER: 7:13 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the December 12, 1994 meeting as presented.
Picinich/Ekberg - unanimously approved. Councilmember Stevens Taylor abstained.

CORRESPONDENCE:

1. Cruizin the Gig. Mayor Wilbert briefly mentioned this letter from Tom Taylor announcing the eighth annual "Cruizin the Gig" car show. Mark Hoppen assured Councilman Picinich that there were no foreseeable problems with them obtaining the necessary permits.
2. Senior Center at Gig Harbor Green Park. This letter from Karen Drum speaks in opposition to locating a Senior Center across the street from her home on Grandview.
3. AWC - Stan Finkelstein, Director. Mayor Wilbert introduced this letter calling membership for their six policy and steering committees.
4. AWC - Sharon Boekelman, Dist. #6 Representative. Mayor Wilbert asked if Councilmember Stevens Taylor would be interested in serving on a small cities legislative committee this year. Councilmember Stevens Taylor declined, but encouraged other Councilmembers to participate in this worthwhile endeavor. Mayor Wilbert spoke of the

Visioning Committee's upcoming meeting in March to discuss local government service agreements.

5. Peninsula School Board - Dr. Mark Mitrovitch. Mayor Wilbert introduced this agenda of the upcoming school board meeting and pointed out one action item, the review and approval of a project to construct a pedestrian sidewalk between Discovery Elementary and GHHS. She encouraged Councilmembers to attend to support this item.

OLD BUSINESS:

1. Northview Terrace Smoke Detector Ordinance. Steve Bowman gave an overview of his response to Council's request for further information regarding alternative methods of installation of smoke detectors in the upper units at Northview Terrace.

Pete Landry - Northview Terrace. Mr. Landry explained that he had been out of town for three weeks and wasn't sure of what had transpired in his absence. He said he doesn't know of anyone who has obtained a quote for installing the detectors at this time. He mentioned a few electricians have been contacted, but they have not received a response to the requests.

Councilmember Stevens Taylor apologized that she was not present at the last council meeting when this was discussed, and said that she appreciated the staff's efforts to obtain information to be more economically feasible. She added that she is a resident of Northview Terrace, and felt that the requirement for five hard-wired detectors in the upper units is excessive. She asked if a battery unit with a six-year lifespan would be a feasible option if battery upkeep was the issue.

Rudy Nicholas - Northview Terrace. Mr. Nicholas said he hadn't heard any further information since the last council meeting. He stated he felt the detector required to be placed in the raised ceiling area presented the greatest problem.

Councilmember Ekberg said that staff had come back with acceptable alternatives for installation of hard-wired detectors for these upper units and therefore he saw no need to amend the ordinance.

Councilmember Markovich said he felt the hard-wired detectors were better than battery. Because these units were not stand alone houses, and that if a fire were to break out in one unit it would affect someone else's home, he felt the requirements were justified.

Mark Hoppen mentioned that he had knowledge of a tenant receiving a quote of \$40 per detector for installation. He asked Steve Bowman if it was necessary to locate the detector in the raised ceiling area in the ceiling. Steve answered that they could be located in the upper wall, as his drawing illustrated.

Councilmember Picinich asked if the other multi-family dwellings in Gig Harbor were complying with the ordinance. Steve replied that they are. Steve answered questions regarding notification and said an extension would not be necessary. Councilmember Stevens Taylor requested that another letter be sent informing the owners that the ordinance

is still in place and they are required to comply.

NEW BUSINESS:

1. Amendment to Agreement - Tacoma-Pierce County Health Department. Mark Hoppen presented this amendment agreement that would increase Gig Harbor's shared cost by 10% over the 1994 cost. He added that this increase had been budgeted for and recommended approval of the agreement.

MOTION: Move we approve the amendment agreement for public health services in the amount of \$31,857.
Picinich/Stevens Taylor - unanimously approved.

2. First Reading - DOE Loan Ordinance. Tom Enlow gave a brief overview and answered questions on this ordinance authorizing issuance of a water and sewer revenue bond to evidence the DOE State Revolving Fund loan. He explained that our bond counsel, Cynthia Weed, will make suggested changes to the contract before the second reading of the ordinance.
3. Proposal to form a Design Guidelines Technical Committee. Ray Gilmore presented this proposed resolution to form a technical committee to develop a design guidelines manual. He explained that seven was a workable number for a committee, so councilmembers asked that the two lay citizens be from within city limits rather than one being from the unincorporated area. Mayor Wilbert asked that a sunset clause be added to the resolution and stated she would leave the resumes of interested persons in the "to read" basket for council's review and approval before the members are appointed.

MOTION: Move approval of Resolution #438 with the changes as discussed.
Ekberg/Markovich - unanimously approved.

MAYOR'S REPORT:

Urban Forest Management. Mayor Wilbert gave a brief overview of her report on trees. She added that Dr. Pierce was a retired University of Montana professor of forestry, and would be available in the future to share his technical expertise.

COUNCIL COMMENTS:

Councilmember Stevens Taylor commented on the car wash sign. She said she was shocked when she saw it and knew that a rendering or drawing that may have been presented to council never truly represented what the signage was to look like. She asked that in the future, would it be possible for a rendering showing truer colors and proportions to be presented for consideration.

Councilman Markovich asked if anything could be done about the large green and blue state highway signs advertising restaurants and campgrounds. He said they were ugly. Mayor Wilbert said these signs were a revenue source for the State and replace the old billboard method of advertising. Councilman Picinich stated he thought the advertiser was charged close to \$750 a year to have their name on these signs.

STAFF REPORT:

Police Department. Chief Richards gave a report on the current stats and commented that we were up by 44% over last year for DUIs. He then talked about the deceased man found on a boat at Lucca's Landing. He explained the cause of death would not be determined for three weeks, after the autopsy report comes back.

ANNOUNCEMENT OF OTHER MEETINGS: None.

APPROVAL OF PAYROLL:

MOTION: Move approval of warrants #10616 through #10730 in the amount of \$16,976.26.
Picinich/Markovich - unanimously approved.

APPROVAL OF BILLS:

MOTION: Move approval of warrants #13401 through #13546 in the amount of \$124,825.81.
Picinich/Markovich - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to go into Executive Session for the purpose of litigation, negotiation, and property acquisition.
Markovich/Picinich - unanimously approved.

MOTION: Move to return to regular session.
Stevens Taylor/Ekberg - unanimously approved

ADJOURN:

MOTION: Move to adjourn at 8:35.
Stevens Taylor/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 375 Side A 235 - end.
Tape 375 Side B 000 - end.
Tape 376 Side A 000 - end.
Tape 376 Side B 000 - 018.

Mayor

City Administrator



RECEIVED

JAN 13 1995

STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT

Insurance Building, PO Box 43113 • Olympia, Washington 98504-3113 • (206) 753-5450

January 9, 1995

Mayor's Informational Copy—No Form E Enclosed

Dear Population Contact:

The Office of Financial Management (OFM) is preparing for April 1, 1995 population determinations for all cities and towns in accordance with RCW 43.62.030. These population determinations will be used for state revenue sharing beginning January 1, 1996.

As the designated population contact for your city, please indicate on the enclosed Form E whether you intend to conduct an actual population count or prepare a population estimate for your city's April 1, 1995 population determination. Form E should be completed and returned by January 23, 1995. All mayors are being sent an informational copy of this correspondence, but without the Form E enclosure.

Most cities census to verify higher populations than might be expected on the basis of a population estimate. The cost of a census can often be avoided if cities can document fewer vacancies. Information on active electricity and water accounts, garbage pickups, or similar records may provide acceptable evidence that can be used in developing your city's population estimate. At a minimum, these utility and other data would be needed for 1990 and a more current time period. To obtain authorization to use such information, and specifically determine the revised occupancy rates, please contact me or Lawrence Weisser at the telephone numbers provided below.

Cities and towns electing to conduct a census will receive notice of the census administrator training session in February and receive census materials in mid-March. Cities and towns electing to estimate their population will receive estimation materials in March. If you intend to conduct any surveys to develop your 1995 population estimate, please contact OFM to assure the survey meets required standards and procedures prior to conducting the survey.

Should you have any questions or want information about census costs and procedures, please contact me at (206) 586-2804 or SCAN 321-2804, or Lawrence Weisser at (206) 586-2808 or SCAN 321-2808.

Sincerely,

Theresa J. Lowe
Demographer

cc: Mayors (letter only-no Form E enclosed)





City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW, FINANCE DIRECTOR
SUBJECT: DEPT. OF ECOLOGY LOAN ORDINANCE
DATE: January 18, 1995

INTRODUCTION

This is the second reading of an ordinance authorizing the issuance of an \$890,851 water and sewer revenue bond to evidence the Dept. of Ecology State Revolving Fund loan.

BACKGROUND

When we were finalizing the bond sale for the ULID#3 project, our bond counsel realized that the Dept. of Ecology loan agreement placed the loan on parity with our revenue bonds. Our previous revenue bond ordinances require us to comply with certain conditions before we can issue additional parity debt. These conditions formally extend the restrictions and policies we follow with our other revenue debt to this loan.

FISCAL IMPACT

In order to comply with our own laws, we must have this ordinance in place before we can request any loan advances from the state. We have already expended over \$160,000 on the treatment plant expansion of which over \$125,000 is reimbursable, once the ordinance is approved. There are no expenses associated with this action.

RECOMMENDATION

Staff recommends approval of the ordinance.

CITY OF GIG HARBOR
WATER AND SEWER REVENUE BOND
(DEPARTMENT OF ECOLOGY LOAN)

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Gig Harbor, Washington providing for the issuance of a water and sewer revenue bond not to exceed \$890,851 in principal amount to evidence a loan to the City from the Department of Ecology to provide financing for part of the cost of improvements to the City's Wastewater Treatment Facility; fixing the date, form, maturity and terms and covenants of such a bond; and establishing terms and conditions for the issuance of additional bonds on a parity with such bond.

PASSED ON: _____, 1995

Prepared by:

PRESTON GATES & ELLIS
Seattle, Washington

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* This Table of Contents is provided for convenience only and is not a part of this Ordinance

ORDINANCE NO. ____

AN ORDINANCE of the City Council of the City of Gig Harbor, Washington providing for the issuance of a water and sewer revenue bond not to exceed \$890,851 in principal amount to evidence a loan to the City from the Department of Ecology to provide financing for part of the cost of improvements to the City's Wastewater Treatment Facility; fixing the date, form, maturity and terms and covenants of such a bond; and establishing terms and conditions for the issuance of additional bonds on a parity with such bond.

WHEREAS, the City of Gig Harbor, Washington (the "City") now owns, operates, and maintains a combined water and sewerage system; and

WHEREAS, the City plans to make certain improvements to the City's Wastewater Treatment Facility (the "Improvements"); and

WHEREAS, the State Department of Ecology (the "Department") has offered to lend the City not to exceed \$890,851 from the Washington State Water Pollution Control State Revolving Fund in order to finance a portion of the costs of the Improvements; and

WHEREAS, to evidence such loan the Council deems it necessary to now issue and sell a water and sewer revenue bond in principal amount not to exceed \$890,851 par value; and

WHEREAS, the City has issued and outstanding the following series of outstanding revenue and refunding revenue bonds secured by a parity lien on the revenues of the System as follows:

Authorizing Ordinance	Date of Issue	Designation	Original Principal Amount	Current Amount Outstanding
468	December 15, 1985	Water and Sewer Revenue Refunding Bonds, 1985 (the "1985 Bonds")	\$ 740,000	\$ 265,000
553 and 557	May 1, 1989	Water and Sewer Revenue Bonds, 1989 (the "1989 Bonds")	2,040,000	105,000
677	July 1, 1994	Water and Sewer Revenue and Refunding Bonds, 1994 (the "1994 Bonds")	2,995,000	2,995,000

(which 1985 Bonds, 1989 Bonds and 1994 Bonds are referred to herein collectively as the "Outstanding Parity Bonds"); and

WHEREAS, each of the ordinances authorizing the issuance of the Outstanding Parity Bonds permits the City to issue bonds in the future on a parity of lien therewith upon compliance with certain conditions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON DOES ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, unless a different meaning clearly appears from the context:

"Annual Debt Service" means, with respect to any issue of Parity Bonds, the amount required in a given calendar year for the payment of the principal of and interest on such Parity Bonds.

"Arbitrage Certificate" means the certificate of that name executed and delivered by the City at the time of issuance and delivery of the Bond.

"Assessments" means any assessments levied in any utility local improvement district of the City created for the acquisition or construction of additions and improvements to and extensions of the System, if such assessments are pledged to be paid into the Bond Fund. The word "Assessments" shall also include any installments of assessments and any interest or penalties which may be due thereon.

"Assessment Income" means the principal of and interest on assessments levied in any utility local improvement district and pledged to be paid into the Bond Fund. In the case of assessments payable in installments, Assessment Income shall be allocated to the years in which it would be received if the unpaid principal balance of each assessment roll were paid in equal principal amounts over the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the assessment roll.

"Average Annual Debt Service" means the average amount of annual debt service which will become due in any fiscal year hereafter on all Parity Bonds then outstanding.

"Bond Fund" means the City of Gig Harbor Utility Bond Redemption Fund created in the office of the Treasurer of the City pursuant to Section 13 of Ordinance No. 468.

"Bond Register" means the books or records maintained by the Bond Registrar containing the name and mailing address of the owner of the Bond or nominee of the owner and the remaining principal amount of the Bond held by the owner or nominee.

"Bond Registrar" means the Clerk-Treasurer of the City as registrar and paying agent for the Bond.

"Bond" means the not to exceed \$890,851 par value of "Water and Sewer Revenue Bond (Department of Ecology Loan)" of the City evidencing a loan from the Washington State Water Pollution Control State Révolving Fund authorized by and to be issued for the purposes provided in this Resolution and in the Loan Agreement.

"City" means the City of Gig Harbor, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington.

"Code" means the federal Internal Revenue Code of 1986, as the same shall be amended from time to time, and all regulations promulgated or applicable thereunder.

"Completion Date" means the date on which the City accepts the completed Improvements from the contractor. Punch list items may remain to be completed after this date.

"Construction Fund" means Fund No. 410 Sewer Capital Fund of the City.

"Costs of Maintenance and Operation" mean all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expenses with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes or payments to the City in lieu of taxes.

"Council" means the City Council as the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

"Debt Service Account" means the account of that name created in the Bond Fund by Ordinance No. 468.

"Department" means the State of Washington Department of Ecology, as lender for the Loan.

"Future Parity Bonds" means any water and sewer revenue bonds which the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System of the Bond.

"Improvements" means those additions, betterments and improvements authorized to be undertaken by Ordinance No. 617.

"Loan" means the loan from the Department to the City made pursuant to the Loan Agreement.

"Loan Agreement" means the agreement with respect to the Loan between the City and the Department approved pursuant to Section 16 hereof.

"Net Revenue" means the Revenue of the System less the Costs of Maintenance and Operation.

"Outstanding Parity Bonds" means those water and sewer revenue and refunding bonds identified in the recitals of this ordinance. The Outstanding Parity Bonds include the 1985 Bonds, the 1989 Bonds and the 1994 Bonds.

"Outstanding Parity Bond Ordinances" means, collectively, Ordinance No. 468, passed by the Council on December 9, 1985, and Ordinance No. 677 passed by the Council on July 11, 1994.

"Parity Bonds" means the Bond, the Outstanding Parity Bonds and any Future Parity Bonds.

"Registered Owner" means the person in whose name the Bond is registered on the Bond Register.

"Repair and Replacement Account" means the account of that name within the Construction Fund.

"Reserve Account" means the account created in the Bond Fund by Section 15 of Ordinance No. 468 and shall include any subaccount created therein.

"Reserve Requirement" means the lesser of (i) Average Annual Debt Service on all Parity Bonds or (ii) the maximum amount permitted to be deposited therein under Section 148 of the Code.

"Revenue Fund" means the "City of Gig Harbor Utility Revenue Fund" created by Section 12 of Ordinance No. 468, into which fund all of the Revenue of the System is to be deposited, as collected.

"Revenue of the System" means all earnings, revenue and moneys received by the City from or on account of the operation of the System, including the income from investments of money in the Revenue Fund and the Bond Fund or from any other investment thereof. "Revenue of the System" shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as "Costs of Maintenance and Operation."

"System" means the existing sanitary sewerage collection and treatment system of the City, as it now exists and as it may later be added to, extended and improved, and the existing water supply and distribution system of the City, as it now exists and as it may later be added to, extended and improved for as long as any Parity Bonds remain outstanding.

"Term Bonds" means any Parity Bonds identified as such in the ordinance authorizing the issuance thereof, the payment of which is provided for by a requirement for mandatory deposits of money into a "sinking fund account" in the Bond Fund.

"Treasurer" means the City Administrator, Clerk-Treasurer.

Words importing the singular number include the plural number and vice versa.

Section 2. Compliance With Parity Conditions. The Council hereby finds and determines as required by Section 21 of Ordinance No. 468 and Section 12 of Ordinance No. 553, as follows:

First: At the time of the issuance of the Bond, there will be no deficiency in the Bond Fund or the Reserve Account.

Second: Pursuant to Section 11 of this ordinance, the principal of and interest on the Bond is payable out of the Bond Fund, and the requirements for funding the Reserve Account pursuant to Section 15 of Ordinance No. 468, Section 8(B) of Ordinance No. 553 and Section 18 of Ordinance No. 677 have been met in Sections 11 and 14 of this ordinance.

Third: Prior to the delivery of the Bond, the City shall have on file a certificate of an independent professional engineer or certified public accountant dated not earlier than 90 days prior to the date of delivery of the Bond and showing that the Net Revenue determined and adjusted as provided in the Outstanding Parity Bond Ordinances for each calendar or fiscal year after the issuance of the Bond together with Assessment Income will equal at least 1.30 times the amount required in any such year for the payment of the principal of and interest on all Parity Bonds currently outstanding, including the Bond.

The limitations contained and the conditions provided in the Outstanding Parity Bond Ordinances having been complied with or assured, the payments required herein to be made out of the Revenue of the System to pay and secure the payment of the principal of and interest on the Bond shall constitute a lien and charge upon such Revenue equal in rank to the lien and charge thereon of the payments to be made into the Bond Fund and Reserve Account to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds.

Section 3. Authorization of the Bond. In order to pay part of the costs of carrying out the system or plan of additions to and betterments and extensions of the System described herein as the Improvements, the City shall issue and sell its Water and Sewer Revenue Bond (Department of Ecology Loan) in the principal amount of not to exceed \$890,851 to evidence the Loan. The Bond shall be dated as of the date of its delivery to the Department; shall be fully registered; shall be in the denomination of the principal amount; shall bear interest on the actual outstanding principal balance of the Loan at the rate of 3.5% per annum.

Following the Completion Date, the Department shall calculate the final amount of the Loan, including the actual amount of all disbursements and interest accrued thereon through the Completion Date, in accordance with the Loan Agreement. This final Loan amount shall be repaid, with interest thereon at the rate of 3.5% per annum, in equal semiannual payments of principal and interest beginning no later than one year after the Completion Date or five years from the first disbursement, whichever is earlier, with the last payment to be due 14 years after the Completion Date.

Both principal of and interest on the Bond shall be payable in lawful money of the United States of America to the registered owner thereof. Principal and interest on the Bond shall be paid by check or draft mailed to the registered owner at the address appearing on the records maintained by the Bond Registrar as of the 15th day preceding the interest payment date; provided that the last principal payment of the Bond shall be payable upon presentation and surrender of the Bond to the Bond Registrar by the registered owner.

Section 4. Registrar. The Bond Registrar shall be the Clerk-Treasurer of the City.

Section 5. Transfer of Bond. In every case of a transfer of the Bond, the surrendered Bond shall be cancelled by the Bond Registrar. As a condition of any such transfer, the City, at its option, may require the payment by the transferor of a sum sufficient to reimburse it for any tax or other governmental charge that may be imposed thereon.

The Bond Registrar shall not be required to issue, transfer, or exchange the Bond after the 15th day prior to any interest payment date.

The Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. The City may deem the person in whose name the Bond is registered to be the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such Bond and for any and all other purposes whatsoever.

Section 6. Prior Redemption. The City reserves the right to redeem the Bond, as a whole on any interest payment date or in part at any time upon 30 days' written notice (mailed as provided in the Loan Agreement) to the Department or other registered owner, at a price of par plus accrued interest to the date of redemption. Upon redemption of a portion of the Bond, the principal and interest payments shall be adjusted, based on the remaining balance of the final Loan amount, so that such payments remain approximately equal.

Section 7. Form of the Bond. The Bond shall be in substantially the following form:

No. 1 \$890,851

UNITED STATES OF AMERICA
STATE OF WASHINGTON
CITY OF GIG HARBOR
WATER AND SEWER REVENUE BOND
(DEPARTMENT OF ECOLOGY LOAN)

Registered Owner: State of Washington Department of Ecology

Principal Amount: EIGHT HUNDRED NINETY THOUSAND EIGHT HUNDRED FIFTY ONE AND NO/100 DOLLARS

The City of Gig Harbor, Washington (the "City"), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, a principal amount not to exceed \$890,851, and interest thereon, calculated as set forth below, at the rate of 3.5% per annum solely from the special fund of the City known as the "City of Gig Harbor Utility Bond Redemption Fund" (the "Bond Fund"). Reference is made to the Bond Ordinance for definitions of *capitalized terms not otherwise defined herein.*

This bond evidences a loan (the "Loan") to the City by the State of Washington Department of Ecology (the "Department") made pursuant to that certain Loan Agreement by and between the City and the Department, as amended (the "Loan Agreement").

In accordance with the Loan Agreement, the Department shall calculate the final amount of the Loan following the Completion Date (as such term is defined in the Bond Resolution), by adding the actual amount of all Loan disbursements and interest accrued thereon through the Completion Date. This final Loan amount shall be repaid in equal semiannual payments of principal and interest beginning one year after the Completion Date, with the last payment to be due 14 years after the Completion Date. The Department shall attach a copy of this amortization schedule to this bond when it makes this calculation, and this bond shall be paid in accordance therewith.

Both principal of and interest on this bond are payable in lawful money of the United States of America. Principal and interest shall be paid by mailing a check or draft (on the date such interest is due) to the registered owner or assigns at the address shown on the Bond Register as of the 15th day of the month prior to the interest payment date, provided, that the last principal payment shall be paid to the registered owner or assigns upon presentation and surrender of this bond at the office of the City Treasurer.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Bond Fund and the accounts created therein the various amounts required by the Bond Ordinance to be paid into and maintained in such Fund and accounts, all within the times provided by the Bond Ordinance.

To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Bond Fund and the accounts therein shall be a lien and charge thereon equal in rank to the lien and charge upon said Revenue of the amounts required to pay and secure the payment of the City's water and sewer revenue refunding bonds and water and sewer revenue bonds issued under dates of December 15, 1985, May 1, 1989, and July 1, 1994, respectively, and any revenue bonds of the City hereafter issued on a parity with the such outstanding bonds and the bonds of this issue and superior to all other liens and charges of any kind or nature, except the Costs of Maintenance and Operation of the System.

This bond is not a general obligation of the City. The City hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Ordinance.

The City reserves the right to redeem this bond as a whole on any interest payment date or in part at any time at par plus accrued interest to the date of redemption.

This bond is transferable only upon the registry books of the Bond Registrar by surrender of this certificate to the Bond Registrar, duly assigned and executed as indicated below. Such exchange or transfer shall be without cost to the owner or transferee. The City may deem the

person in whose name this bond is registered to be the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such bond and for any and all other purposes whatsoever. The Bond Registrar shall not be obligated to transfer or exchange this bond during a period beginning at the opening of business on the 15th day next preceding any interest payment date and ending at the close of business on the interest payment date, or, in the case of any proposed redemption of the bond, after the mailing of notice of such redemption.

This bond shall not become valid or obligatory for any purpose until the certificate of authentication set forth hereon has been signed by the Bond Registrar.

It is hereby certified and declared that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and the ordinances and resolution of the City and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, have been done and have been performed as required by law.

IN WITNESS WHEREOF, the City has caused this bond to be signed by the manual or facsimile signature of its President of the Board and attested by the manual or facsimile signature of its Secretary of the Board and its corporate seal to be impressed or a facsimile thereof imprinted hereon this ___ day of _____, 199_.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor, City of Gig Harbor

ATTEST:

Clerk, City of Gig Harbor

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is the Water and Sewer Revenue Bond (Department of Ecology Loan) of the City dated _____, 199_, described in the within mentioned Bond Resolution.

CLERK-TREASURER OF THE CITY OF
GIG HARBOR, as Bond Registrar

By _____

Section 8. Execution and Authentication of the Bond. The Bond shall be signed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the seal of the City impressed or a facsimile thereof imprinted thereon.

Only such Bond as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 9. Lost, Stolen or Destroyed Bond. In case the Bond shall be lost, stolen or destroyed before redemption, the Bond Registrar may deliver a new bond of like amount, date, maturity, interest rate, tenor, and effect to the registered owner or nominee thereof upon the owner paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to said Bond Registrar that such bond was actually lost, stolen or destroyed and ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

Section 10. Priority of Payments from Revenue Fund. There has heretofore been established in the office of the City Administrator a special fund of the City known as the "City of Gig Harbor Utility Revenue Fund" (the "Revenue Fund"), as collected. The Revenue Fund shall

be held separate and apart from all other funds and accounts of the City, the Revenue of the System shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation of the System;

Second, to make all payments required to be made into the Bond Fund to pay the interest on any Parity Bonds;

Third, to make all payments required to be made into the Bond Fund to pay the maturing principal of any Parity Bonds;

Fourth, to make all payments required to be made into the Reserve Account created to secure the payment of the Parity Bonds;

Fifth, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service account or reserve account created to pay and secure the payment of the principal of and interest on any revenue bonds or revenue warrants of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Sixth, to retire by redemption or purchase in the open market any outstanding revenue bonds or revenue warrants of the City, to make necessary additions, betterments and improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

Section 11. Bond Fund. A special fund of the City known as the "Utility Bond Redemption Fund" (the "Bond Fund") has heretofore been created by the City for the sole purpose of paying and securing the payment of Parity Bonds.

(a) Payments into Debt Service Account. A special account to be known as the "Debt Service Account" has heretofore been created in the Bond Fund for the purpose of paying the principal of, premium, if any, and interest on Parity Bonds.

As long as any Parity Bonds remain outstanding, the City hereby obligates and binds itself to set aside and pay from the Bond Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay

the principal of and the interest on such Parity Bonds as the same respectively become due and payable. Such payments from the Bond Fund shall be made in a fixed amount without regard to any fixed proportion on or before the 20th day of each month, an amount such that, if the same amount were so set aside and paid into said Debt Service Account on the 20th day of each succeeding calendar month thereafter prior to the next date upon which an installment of interest or principal and interest falls due on the Bond, the aggregate of the amounts so set aside and paid into the Debt Service Account will on such date be equal to the installment of interest or principal and interest.

(b) Payments into Reserve Account. A Utility Reserve Account has heretofore been created in the Bond Fund for the purpose of securing the payment of the principal of and the interest on all bonds payable out of such Fund.

Commencing in 1995, the City shall make approximately equal annual payments to the Reserve Account so that no later than five years following the date of the Bond, there shall have been paid into the Reserve Account an amount with the money already on deposit therein (or insurance policy or letter(s) of credit), will be equal to the Reserve Requirement.

In the event that the City issues any Term Bonds in the future and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the term Average Annual Debt Service shall be deemed to exclude from principal an amount of Term Bonds equal to such mandatory payments, and from interest, the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the dates of the respective deposits.

The City hereby further covenants and agrees that in the event it issues any Future Parity Bonds that it will provide in the ordinance authorizing the issuance of the same that it will pay into the Reserve Account out of the Revenue of the System or Assessments (or, at the option of the City, out of any other funds on hand legally available for such purpose) not less than approximately equal additional annual payments so that by five years from the date of such Future

Parity Bonds there will have been paid into the Reserve Account an amount which, with the money already on deposit therein, (or insurance policy or letter(s) of credit), will be equal to the Reserve Requirement.

The City further covenants and agrees that when the required deposits have been made into the Reserve Account, it will at all times maintain therein an amount at least equal to the Reserve Requirement. Whenever there is a sufficient amount in the Revenue Bond Fund, including the Reserve Account and the Debt Service Account, to pay the principal of, premium if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay such principal, premium and interest. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on any outstanding Parity Bonds, as long as the monies left remaining on deposit in the Reserve Account are equal to the Reserve Requirement.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either interest on or principal of and interest on the outstanding bonds payable out of such Account, such deficiency shall be made up from the Reserve Account by the withdrawal of monies therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or Assessments after making necessary provision for the payments required to be made by subparagraphs First, Second, Third, Fourth and Fifth of Section 10 hereof.

(c) Priority of Lien of Payments into Bond Fund. The amounts so pledged to be paid into the Bond Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation, equal to the lien of the charges upon such Revenue to pay and secure the payment of the principal of and interest on Outstanding Bonds and any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

(d) Application and Investment of Money in the Bond Fund. Moneys in the Bond Fund shall be invested in any investments that are permitted by law for the investment of City

funds. Investments in the Debt Service Account shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in the Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein.

(e) Sufficiency of Revenues. The Council hereby finds that in fixing the amounts to be paid into the Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such Fund a greater amount of such Revenue than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 12. Tax Covenants. The City hereby covenants that it will not make any use of the proceeds of sale of the Bond or any other funds of the City which may be deemed to be proceeds of such Bond pursuant to Section 148 of the Code which will cause the Bond to be an "arbitrage bond" within the meaning of said section. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) and the applicable Regulations thereunder throughout the term of the Bond.

The City further covenants that it will not take any action or permit any action to be taken that would cause the Bond to constitute a "private activity bond" under Section 141 of the Code.

The Bond is hereby designated as qualified tax-exempt obligations pursuant to Section 265(b) of the Code for investment by financial institutions. The City does not expect to issue more than \$10,000,000 in tax-exempt obligations during 1994 or 1995.

Section 13. Bond Covenants.

(a) Maintenance of System. The City shall at all time maintain, preserve and keep the properties of the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and

advantageously conducted and said properties of the System and the business in connection therewith administered in an efficient manner and at a reasonable cost.

(b) Collection and Application of Assessments. The City will promptly collect all Assessments levied in utility local improvement districts that have been heretofore created by the City and all Assessments levied in utility local improvement districts heretofore created and all utility local improvement districts that are hereafter created to secure the payment of the principal of and interest on Parity Bonds and will pay the same into the Bond Fund. The same may be used to meet required payments into any Account of the Bond Fund and may be used to pay the principal of and interest on any Parity Bonds without said Assessments being particularly allocated to the payment of any particular series of bonds payable out of such Fund. It is hereby further provided, however, that nothing in this ordinance or in this subsection shall be construed to prohibit the City from issuing revenue bonds having a lien on the Revenue of the System and the money in the Revenue Fund junior to the lien on such revenue and money for the payment of the principal of and interest on the Bonds and pledging as security for the payment of such junior lien bonds assessments levied in any utility local improvement district that may have been created to pay part or all of the cost of improvements to the System for which such junior revenue bonds were specifically issued.

(c) Rates and Charges. The City shall fix, maintain and collect rates and charges for the use of the services and facilities and all commodities sold, furnished or supplied by the System, which shall be fair and nondiscriminatory and shall adjust such rates and charges from time to time so that:

(1) the Revenue of the System derived therefrom, together with Assessments collected, will at all times be sufficient (A) to pay the Costs of Maintenance and Operation, (B) to pay the principal of and interest on all Parity Bonds, as and when the same shall become due and payable, (C) to make adequate provision for the payment of the any Term Bonds, (D) to make when due all payments which the City is obligated to make into the Reserve Account and all other payments which the City is obligated to make pursuant to this ordinance, and (F) to pay all taxes,

assessments or other governmental charges lawfully imposed on the System or the revenue therefrom or payments in lieu thereof and any and all other amounts which the City may now or hereafter become obligated to pay from the Revenue of the System by law or contract; and

(2) the Net Revenue together with Assessment Income in each calendar year will equal at least 1.30 times the maximum amount required to be paid in any succeeding calendar year for the principal of and interest on all Parity Bonds then outstanding. In the event the City issues any Term Bonds, and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the words "principal of and interest on all outstanding Parity Bonds" in the preceding sentence shall be deemed to exclude from "principal" an amount of Term Bonds equal to such mandatory payments, and from "interest" the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the date of the respective deposits.

(d) Net Revenue. After making or providing for the monthly payments from the Revenue Fund as required by Section 11 hereof, there shall be maintained in the Revenue Fund sufficient moneys to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis. The City shall not change any rate or charge for service of the System as now established by the existing rate ordinance or ordinances that will reduce substantially the annual Net Revenues below that which would have been obtained before such change, unless the City shall have on file a certificate from a licensed professional engineer experienced in the design, construction and operation of municipal utilities stating that the rates and charges as so changed will provide Net Revenues sufficient to comply with all the covenants and requirements of this ordinance.

(e) Sale of Properties. The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Bond Fund of cash or Government Obligations sufficient (taking into account interest to be earned on any such Government Obligations) to pay the principal of and interest on

all then outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Fund and Accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Revenue of the System for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Fund and Accounts therein) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue of the System for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Reserve Account in the Bond Fund.

Notwithstanding any other provision of this paragraph, the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Bond Fund.

(f) No Encumbrances. The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the System, or any part thereof, prior or superior to the lien thereon for the payment of Parity Bonds,

and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of Parity Bonds, or which might impair the security of Parity Bonds.

(g) Insurance. The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect City and the owners of the Bond against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into the Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall at the option of the City, be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Reserve Account.

(h) Books and Accounts. The City shall keep proper books of account which shall be kept in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner of Parity Bonds may obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including the amounts paid into the Revenue Fund, the Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

(i) No Free Service. The City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of

the System, free of charge to any person, firm or corporation, public or private, so long as the Bond is outstanding and unpaid.

(j) Sound Expenditures. The City will not expend any of the Revenues derived by it from the operation of the System or the proceeds of any indebtedness payable from Revenue of the System for any extensions, betterments and improvements to the System which are not legally required or economically sound, and which will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

(k) Enforcement of Collection of Service Charges and Assessments. The City shall promptly take action to enforce the payment of delinquent service charges and Assessments by such means as are legally available.

Section 14. Issuance of Future Parity Bonds. The City hereby further covenants and agrees with the owners of each of the Bonds for as long as any of the same remain outstanding as follows:

The City will not issue any bonds having a greater or equal priority of lien upon the Revenue of the System to pay and secure the payment of the principal of and interest on such bonds than the priority of lien created on such bonds than the priority of lien created on such Revenue to pay and secure the payment of the principal of and interest on the Parity Bonds except as follows:

(a) The City reserves the right to issue Future Parity Bonds for the purposes of

First, providing funds to acquire, construct, reconstruct, install, or replace any equipment, facilities, additions, betterments, or other capital improvements to the System for which it is authorized by law to issue revenue bonds, or

Second, refunding at or prior to their maturity, any revenue bond anticipation notes, or outstanding revenue bonds or other obligations payable out of the Revenue of the System and to pledge that payments will be made out of the Revenue of the System and into the Bond Fund and the Reserve Account therein to pay and secure the payment of the principal of and interest on such Future Parity Bonds on a parity with the payments required herein to be made out

of such Revenue into such Fund and Account to pay and secure the payment of the principal of and interest on any Parity Bonds then outstanding, upon compliance with the following conditions:

(1) At the time of the issuance of any Future Parity Bonds there is no deficiency in the Bond Fund or the Reserve Account.

(2) If there are Assessments levied in any utility local improvement district to pay for additions and improvements to and extensions of the System which will be constructed from the proceeds of such Future Parity Bonds, the ordinance authorizing such Future Parity Bonds shall require that such Assessments be paid into the Bond Fund.

(3) If there are Assessments pledged to be paid into a warrant or bond redemption fund for revenue bonds or warrants being refunded by Future Parity Bonds, the ordinance authorizing the Future Parity Bonds shall require such Assessments to be paid into the Bond Fund.

(4) The principal of and interest on the Future Parity Bonds shall be payable out of the Bond Fund and the requirements for Reserve Account payments in Section 11(b) hereof shall be met.

(5) Prior to the delivery of any Future Parity Bonds the City shall have on file a certificate of an independent professional engineer or certified public accountant dated not earlier than 90 days prior to the date of delivery of such Future Parity Bonds and showing that the Net Revenue determined and adjusted as hereafter provided for each calendar or fiscal year after the issuance of such Parity Bonds (the "Adjusted Net Revenue") together with Assessment Income will equal at least 1.30 times the amount required in any such year for the payment of the principal of and interest on all Parity Bonds then outstanding, including the Future Parity Bonds proposed to be issued. In the event the City issues any Term Bonds, and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the words "principal of and interest on all outstanding Parity Bonds" in the preceding sentence shall be deemed to exclude from "principal" an amount of Term Bonds equal to such mandatory

payments, and from "interest" the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the dates of the respective deposits.

The Adjusted Net Revenue shall be the Net Revenue for a period of any 12 consecutive months out of the 24 months immediately preceding the date of delivery of such proposed Parity Bonds as adjusted by such engineer or accountant to take into consideration changes in Net Revenue estimated to occur under one or more of the following conditions for each year after such delivery for so long as any Parity Bonds, including the Future Parity Bonds proposed to be issued, shall be outstanding:

(i) any increase or decrease in Net Revenue which would result if any change in rates and charges adopted prior to the date of such certificate and subsequent to the beginning of such 12-month period, had been in force during the full 12-month period;

(ii) any increase or decrease in Net Revenue estimated by such Engineer or Accountant to result from any additions, betterments and improvements to and extensions of any facilities of the System which (a) became fully operational during such 12-month period, (b) were under construction at the time of such certificate or (c) will be constructed from the proceeds of the Parity Bonds to be issued;

(iii) the additional Net Revenue which would have been received if any customers added to the System during such 12-month period were customers for the entire period;

Such Engineer or Accountant shall base his or her certification upon, and his or her certificate shall have attached thereto, financial statements of the System audited by the State Examiner (unless such an audit is not available for a 12-month period within the preceding 24 months) and certified by the City Administrator, showing income and expenses for the period upon which the same is based.

The certificate of such Engineer or Accountant shall be conclusive and the only evidence required to show compliance with the provisions and requirements of this subsection (5).

Notwithstanding the foregoing requirement, if Future Parity Bonds are to be issued for the purpose of refunding at or prior to their maturity any part or all of the then outstanding Parity Bonds and the issuance of such refunding Parity Bonds results in a debt service savings and does not require an increase of more than \$5,000 in any year for principal and interest on such refunding Parity Bonds, the certificate required by subsection (a)(5) of this section need not be obtained.

(b) Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Revenue of the System junior or inferior to the payments required by this ordinance to be made out of such Revenue into the Bond Fund and Reserve Account to pay and secure the payment of any outstanding Parity Bonds.

(c) Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment which moneys are not otherwise available.

Section 15. Adoption of System and Plan and Application of Bond Proceeds. The City hereby specifies and adopts a plan for the expansion of its Wastewater Treatment Facility increasing it to an average flow capacity of 1.6 million gallons per day.

This expansion consists of:

- A new 45 foot diameter secondary clarifier.
- Additional aeration basin
- Conversion of existing clarifier to gravity thickener
- Addition of aerobic selector zones in the existing aeration basins
- A sludge recycle line
- Autothermal thermophilic aerobic digester
- Dechlorination facility

Construction will be in accordance with approved Department plans and specification. This project will help eliminate some failed individual and community drainfield in the Gig Harbor area and improve surface water quality.

The City shall provide all equipment, connections and appurtenances together with all work as may be incidental and necessary to complete the Improvements. Plans and specifications for the Improvements are on file in the offices of the City.

The City shall acquire by purchase, lease or condemnation, all property, both real and personal, or any interest therein, or rights-of-way and easements which may be found necessary to acquire, construct and install the Improvements.

The estimated cost of this plan of additions and betterment and all costs incidental thereto, is hereby declared to be as nearly as practicable the sum of \$2,090,851, of which amount not to exceed \$890,851 is to be provided by the Loan.

The proceeds from the sale of the Bond shall be used for the sole purpose of paying a part of the cost and expense connected with carrying out the Improvements, to pay and redeem warrants, notes or interfund loans heretofore issued for any of such costs, and to pay costs of issuance of the Bond.

Section 16. Construction Fund; Disposition of Bond Proceeds. The City maintains a special fund designated as Fund No. 410 Sewer Capital Improvement Fund (the "Construction Fund") for the purpose of paying costs of the Improvements and other capital improvements to the System.

Amounts received as Loan disbursements shall be deposited in the Construction Fund and shall be used to pay costs of the Improvements and to pay costs of issuing the Bond.

Pending their expenditure, the City may temporarily invest the proceeds of the Bond in any investments permitted by law. The investment earnings shall be retained in the Construction Fund and expended for the purpose of such Fund.

If any principal or investment proceeds of the Bond remain after completion of the Improvements, or if completion of the Improvements should be determined not to be feasible or should be substantially delayed, the money remaining shall be used to pay the Bond.

Section 17. Repair and Replacement Account. There is hereby authorized to be created in the office of the Treasurer a special account to be known as the "Repair and Replacement Account" (the "Repair and Replacement Account") within the Construction Fund. The City covenants and agrees that commencing on the first interest payment date on the Bond, and annually thereafter, so long as the Bond remains outstanding, it will pay into the Repair and Replacement Account out of the Revenue Fund (after making necessary provision for the payments required to be made by subparagraphs First through Fourth of Section 10 hereof) amounts in approximately six equal payments sufficient to establish a balance therein by six years from the Completion Date that will be equal to half of the Annual Debt Service on the Bond. So long thereafter as the Bond remains outstanding, a balance shall be maintained in the Repair and Replacement Account, as recalculated as of any date, equal to half of the Annual Debt Service on the Bond.

Money in the Repair and Replacement Account may be withdrawn to make necessary repairs to or extensions and replacements of the System. Any deficiency in the Repair and Replacement Account by reason of any such withdrawal shall be made up within three years out of the Revenue Fund after making necessary provision for the required payments described above.

Section 18. Sale of the Bond; Approval of Loan Agreement. The Bond shall be sold to the Department pursuant to the terms of this ordinance and the Loan Agreement, as amended, between the City and the Department, which is attached hereto and incorporated herein by this reference, is hereby approved in substantially the form attached. The Mayor and City's bond counsel are hereby authorized to execute such Loan Agreement, as amended, with such minor changes as they shall approve.

Section 19. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent

jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this ordinance and shall in no way affect the validity of the other provisions of this ordinance or the Bond.

Section 20. General Authorization. The Mayor, the City Administrator and Clerk-Treasurer and the Finance Director of the City and each of the other appropriate officers, agents and representatives of the City are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by, this ordinance.

Section 21. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 22. Effective Date. This ordinance shall be effective five days after its passage and publication in the manner required by law.

Read for the first time on _____, 199__, passed by the Council of the City of Gig Harbor, Washington, at a regular meeting held on the ____ day of _____, 199__.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

Published:

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Clerk of the City of Gig Harbor, Washington, and keeper of the records of the Council of the City (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance No. ____ (herein called the "Ordinance") is a true and correct copy of an ordinance of the City, as finally passed at a regular meeting of the Council held on the ____ day of _____, 199__, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this ____ day of _____, 199__.

City Clerk, City of Gig Harbor,
Washington

(CITY SEAL)



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: HEARING EXAMINER CONTRACT
DATE: FEBRUARY 13, 1994

INFORMATION/BACKGROUND

Attached is a revised Hearing Examiner contract. Ron McConnell, our current Hearing Examiner, has requested a \$5 per hour rate increase in his standard fee, from \$85 to \$90 per hour.

CONTRACTURAL ISSUES

This contract defines the Hearing Examiner duties as those duties which are defined by city code and State statute. The agreement clarifies the employment relationship of the Hearing Examiner to the city.

RECOMMENDATION

Staff recommends approval of this contract as presented.

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

WHEREAS, the City of Gig Harbor has created the position of Land Use Hearing Examiner under Gig Harbor Municipal Code (GHMC) chapter 17.10;

WHEREAS, the City wishes to contract with a person meeting the requirements set forth in GHMC Section 17.10.060 for the position of Hearing Examiner, under the terms and conditions set forth in that chapter; and

WHEREAS, said individual will be responsible for the duties of Hearing Examiner described in GHMC chapter 17.10; NOW, THEREFORE,

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

1. Duties. The Hearing Examiner shall be responsible for carrying out all of the duties set forth in GHMC chapter 17.10, and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein. In addition, the Hearing Examiner shall prepare monthly reports on or before the 15th day of each month for the preceding month, which shall document his hours of service and his travel, photocopying, mailing, and telephone expenses incurred in the performance of duties under this Agreement.

2. Compensation.

A. The Hearing Examiner shall provide services to the City at an hourly rate of NINETY (\$90.00) dollars for performance of the duties described herein. The City agrees to compensate the Examiner at the above rate based on a minimum of TWO AND ONE-HALF (2.5) hours for each public hearing, meeting, and/or site visit conducted in Gig Harbor.

- B. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at TWENTY-EIGHT (\$0.28) cents per mile. In addition, the City shall reimburse the Examiner for secretarial services at a rate of THIRTY-FIVE (\$35.00) dollars per hour. The City shall also reimburse the Examiner for his costs involved in photocopying, mailing, and telephone expenses incurred in the performance of his duties as Examiner.
- C. The Examiner shall receive annual performance evaluations from the City Administrator and/or Planning Director annually.

3. Term. This Agreement shall be effective upon execution, and shall run through December 31, 1995.

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

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

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

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

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

9. Indemnification. The Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from the Examiner's negligent performance of this Agreement . In addition, the Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from any action of the Examiner that is outside the scope of his official duties, as described in this Agreement, GHMC chapter 17.10, RCW 35A.42.020 and RCW 35A.42.050.

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

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

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

13. Termination. This Agreement may be terminated by the City for the Examiner's misconduct, failure to complete the duties described under this Agreement and in GHMC chapter 17.10, or within the time frames specified therein, or for his failure to complete such work in a manner satisfactory to the City. In the event of termination, the City shall pay for all services performed by the Examiner to the effective date of termination, as described in his final report submitted to the City. Upon termination, the City may take possession of all records and documents in the Examiner's possession pertaining to this Agreement.

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

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

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

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

EXAMINER: Ron McConnell
EXAMINER PRO TEM: Robert Burke
McConnell/Burke, Inc.
11000 NE 33rd Place, Suite 101
Bellevue, WA 98004

CITY: City Administrator
City of Gig Harbor

3105 Judson Street
Gig Harbor, WA 98335

DATED this 27th day of January, 1995.

CITY OF GIG HARBOR

HEARING EXAMINER

By _____

By Ron McConnell

Its _____

APPROVED FOR FORM:

City Attorney



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: STREET LIGHTING SERVICES - PENINSULA LIGHT COMPANY
DATE: FEBRUARY 13, 1994

INFORMATION/BACKGROUND

Attached is a letter from Jay Coffey, Engineering Manager for Peninsula Light. To comply with RCW 19.28 and WAC 296-46 in regards to maintaining Street Lighting Systems, no equipment may be located on utility poles that is not owned by the utility company. At this time, the street lights are owned by the city, but maintained by Peninsula Light. In addition, Peninsula Light Company discovered that through an oversight, they have not updated costs associated with the city's lighting service.

CONTRACTUAL ISSUES

Peninsula Light is consolidating all lighting service in their area into one system of accounting, which would be handled by a monthly rental fee of \$6.80 per light. This fee would include not only the energy bill, but all labor and materials for Peninsula Light to maintain the fixtures and lamps.

Peninsula Light Company is proposing to purchase the city's existing 157 city fixtures for \$7,614.50 (50% of the cost of new fixtures). This payment would be credited to the city's street light account and would cover January through July service payments. In August, the city would begin paying the monthly payment of \$1,067.60. There will be no fiscal impact on the 1995 Budget for Street Lighting, but there will be 50% increase in next year's budget for this service.

For the city to keep and maintain their own lighting service, the lights would have to be relocated onto city owned poles. This would be at a cost of approximately \$1,000 per pole for installation. A bucket truck would have to be purchased to install and maintain the fixtures, and the service would require a certified electrician to do the maintenance work. The electricity would still be purchased from Peninsula Light.

In a twelve month period last year, the city paid Peninsula Light \$838.24 in street light repairs in addition to the power cost. With the rental program, this cost would be included in the monthly rental fee. In checking with other cities, the proposed rate is comparable or lower than the rate which other cities pay for their street lighting service. Even at a 50% increase in street-lighting cost per year, Peninsula Light's proposal is cost effective.

RECOMMENDATION

Staff recommends a motion to enter into a contract with Peninsula Light which allows the light company to buy all city owned street lights and provide the street lighting service to the City at a monthly rate of \$6.80 per light.



Peninsula Light Company

A Mutual Corporation

P.O. BOX 78, GIG HARBOR, WA 98335-0078
13315 GOODNOUGH DR., NW, PURDY
PHONE (206) 857-5950

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

Dear Mr. Mark Hoppen,

December 8, 1994

In order to comply with the Rules and Regulations outlined in RCW 19.28 and WAC 296-46 and 296-401 with regard to maintaining Street Lighting Systems not owned by the serving utility, Peninsula Light Company must change the way we are providing street lighting services to the City of Gig Harbor. In order to meet these requirements PLC is required to have a contract which provides the utility exclusive control, operation, and access to any equipment/appurtenances installed on the utility company's poles, or the utility must own all equipment on the poles. Upon reviewing our methods of handling the City's lighting, we have also discovered that the arrangements and costs were not being updated as were the other company lighting accounts. This situation probably occurred due to the separate method of calculating cost of service, and through our own oversight. While looking to accommodate the RCW rules we are also looking to simplify our procedures by consolidating the method of accounting for the area and street lights that Peninsula Light Company is maintaining.

It is our intention to consolidate all lighting into one system of accounting. We anticipate this to take affect on January 1, 1995. The City's existing 157 fixtures will be handled the same as the other lights in the service territory. That is, a monthly rental fee per light. Presently that cost is \$6.80 for the size fixture the City is using. This fee will include, not only the energy bill, but also all labor and materials required for PLC to maintain the fixtures and lamps. PLC will also warehouse the fixtures so that they are in stock. The only exceptions being in the event of obvious vandalism.

In order for PLC to own and operate these lighting systems, it would be our intention to purchase the existing fixtures at fair market value. There are presently 157 fixtures, at a purchase price of \$97 each, which would have a value of \$15,229. A credit of \$7614.50 applied to the City of Gig Harbor for the existing life (50% of new fixtures) would mean the first seven months without a street lighting bill. Starting in August of 1995 the City of Gig Harbor would begin paying the rental fees per month for 157 lights at today's rental rates, which at this time would be \$1067.60. For budgeting purposes the City's 1995 budget year for street lighting would then require a approximately \$5,338. This 1995 budget figure should about equal the 1994 expenditures.

If the City of Gig Harbor wishes to delete any of the existing lights, PLC will be happy to remove them and return them to the City. We would request that we be notified prior to the first of January 1995. We appreciate your understanding of our situation and look forward to providing the City with the same quick service that has been our standard over the years.


Jay Coffey
Engineering Manager



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: BEN YAZICI, DIRECTOR OF PUBLIC WORKS
SUBJECT: AL STANGER SHORT PLAT
DATE: JANUARY 18, 1995

INTRODUCTION

Mr. Al Stanger wants to short plat his property into four lots. The Public Works Standards requires him to build curbs, gutters and sidewalks with a minimum 24 foot wide pavement section. This requirement would adversely impact the existing natural drainage course, as it would require several thousand yards of fill material to level the right of way on Woodworth Avenue along the property frontage. The property owner is proposing to do something different than the requirements of the Public Works Standards. I believe that the proposed design would result in a superior design for this particular location. The purpose of this memorandum is to review with you the specifics of this proposal and obtain your approval for utilizing the property owner's design suggestion.

BACKGROUND/ISSUES

A portion of Woodworth Avenue is unpaved. Mr. Stanger is proposing a short plat which would provide transportation access via this portion of Woodworth Avenue. This portion of the road is connected to Prentice Avenue and it is disconnected from the paved portion of Woodworth Avenue (dead end street) at approximately Mr. Stanger's property. An approximate 30 foot deep drainage swale separates Woodworth Avenue at this location which makes it a dead end street.

The Public Works Standards require curbs, gutters and sidewalks along with a 24 foot paved roadway width along the entire frontage of Mr. Stanger's property on Woodworth Avenue. If we were to implement this requirement, the property owner would be required to fill the natural drainage swale with several thousand yards of fill material. This drainage swale is one of the most critical ones in the area. The City Public Works Crew had to install storm sewer drainage pipe at the end of the swale through the private properties in 1991. This work was done in order to address a storm drainage floating problem at a private property located at the end of swale.

The implementation of the Public Works Standards would also result in extensive clearing in the area which would also increase the storm drainage runoff.

Mr. Stanger's proposal would result in completely paving the unpaved City right-of-way on Woodworth Avenue from Prentice Avenue to the middle of the Mr. Stanger's property. He is also willing to construct a 12" storm drainage pipe from his property to Prentice Avenue along with the appropriately sized new water and sewer lines. Please see the attached map.

**MAYOR WILBERT AND CITY COUNCIL MEMBERS
AL STANGER SHORT PLAT**

Page 2

POLICY ISSUES

The Public Works Standards were not intended to discourage innovative efforts which may result in superior projects. What Mr. Stanger is proposing is clearly a superior design for this unique location. Therefore, to not implement the Standards for the road improvement portion of this project would not be contrary to the intent of the Standards.

FISCAL IMPACT

There is no fiscal impact. The property owner will be required to pay all necessary improvements as outlined above, without any financial participation by the City. Therefore, there is no financial impact to the City if this project is approved.

RECOMMENDATION

I recommend a Council motion to authorize the Public Works Director to waive the Public Works Standards Street/Transportation section curbs, gutter and sidewalk requirement for Mr. Stanger's short plat. As outlined within the attached letter, Mr. Stanger will be paving the 24 foot wide paved roadway from Prentice Avenue to his short plat site on Woodworth Avenue in accordance with all other applicable sections of the Public Works Standards.



ENGINEERING GROUP

Civil, Environmental,
and Recreational
Consulting

January 18, 1994

City of Gig Harbor
Mr. Ben Yazici, P.E.
3105 Judson Street
Gig Harbor, Washington 98335

Dear Mr. Yazici:

I am writing this letter on behalf of my client, Mr. Al Stanger. We are requesting a variance to the City of Gig Harbor Public Works Standards which require complete development of curb, gutter, sidewalk and road along the entire frontage of the property (*Section 2B.080(B)*).

My client believes that it would be of greater benefit to the City if in lieu of constructing a complete road, including curb, gutter, and sidewalk along the frontage of this project, a 24' wide road with asphalt thickened edge be constructed from 60 feet north of the center line of the private road to Prentice Avenue.

This proposal has the following advantages:

1. The number of trees that will be removed can be kept to a minimum. This will minimize the drainage impacts and retain the natural beauty.
2. The construction of a complete road, including curb, gutter, and sidewalk along the frontage of this project would require several thousand yards of fill material in a natural drainage course which could create some drainage problems in the area.
3. The new road would provide enhanced emergency vehicle access to the current residents in the vicinity.
4. If a complete road is constructed there will be additional traffic adjacent to the existing houses beyond the number of vehicles for the proposed short plat.

We propose a stormwater retention/detention system that will release to the swale on Prentice Avenue at the pre development 5-year rate.

If you have any questions please feel free to call me at (206)272-7220.

Very truly yours,

COSMOPOLITAN ENGINEERING GROUP, INC.

James J. Morgan
Principal

805 Pacific Avenue

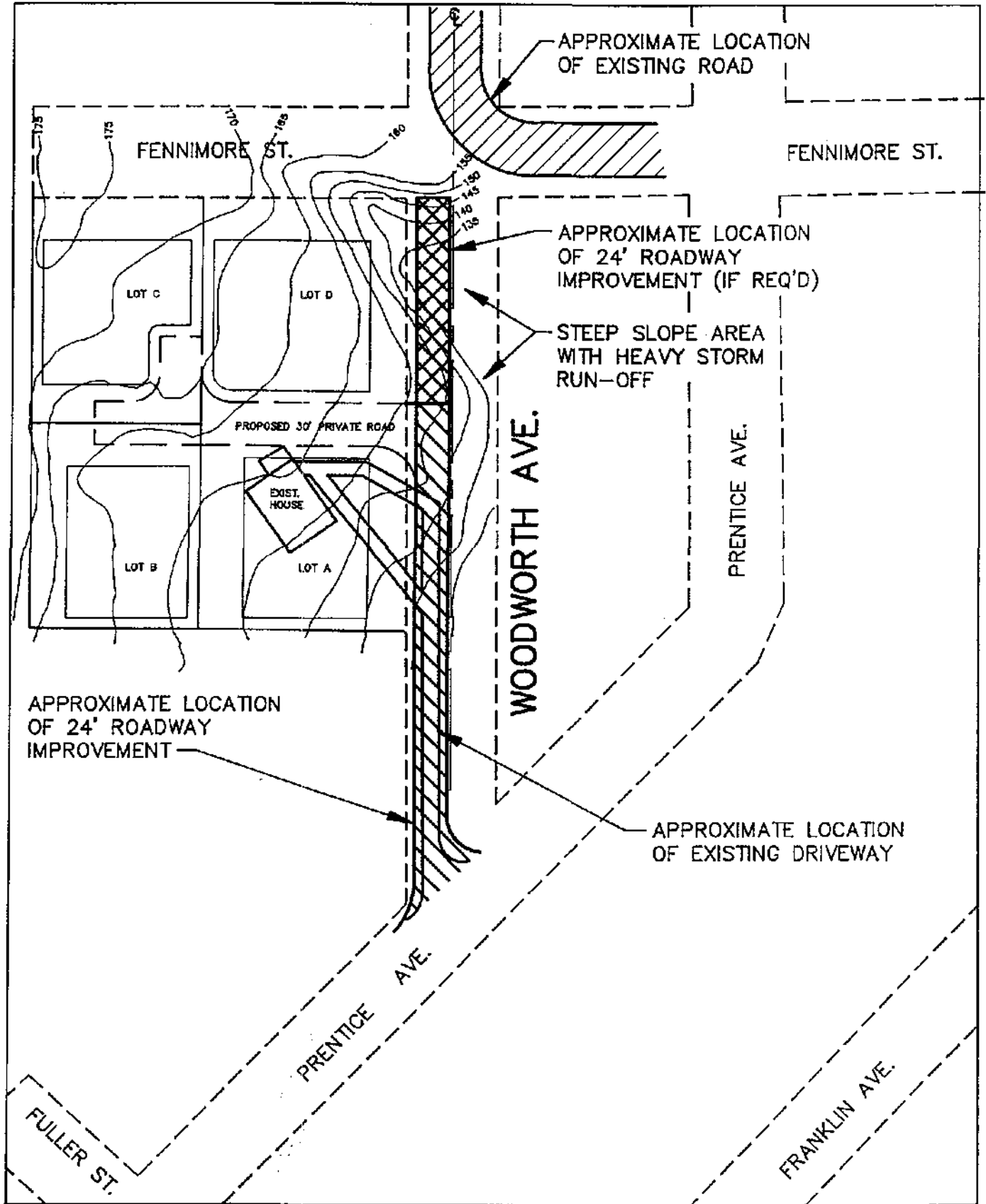
Tacoma, WA 98402

(206) 272-7220

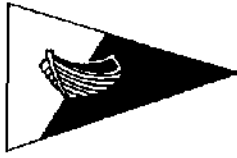
Fax: (206) 272-7250

100 0 100 200

GRAPHIC SCALE



WOODWORTH AVE. IMPROVEMENTS SITE LOCATION



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: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BBY*
**SUBJECT: MCKENZIE TELECOMMUNICATIONS GROUP REQUEST TO
INSTALL TELECOMMUNICATION ANTENNAS ON WATER TANK**
DATE: JANUARY 17, 1995

INTRODUCTION

The McKenzie Telecommunications Group requested to install telecommunication antennas on top of the water tank on Soundview Drive. The group offered to pay the City a \$750 monthly lease fee for the City's approval of this request. The purpose of this memorandum is to review with you the content of this agreement in order to receive your approval for the request.

BACKGROUND/ISSUES

The water tank on Soundview Drive must be the most attractive water tank on the Gig Harbor Peninsula. Over my five year employment with the City, I have received numerous requests from various organizations to put/install something on this tank. Prior to the McKenzie Group, the last group who came to talk to me about installing something on the top of this water tank was USWEST. When I asked what they would pay or give to the City for installation, I never heard from them again.

The McKenzie Group initially requested to install the antennas on this tank and pay the City a \$300 monthly lease fee. I reviewed this request with the Public Works Committee in December. The Committee wanted to know more about what these antennas would be used for and to increase the monthly lease fee to \$750.

The McKenzie Group will utilize these antennas to provide cellular phone, two-way radio and message paging services. All of these services would be handled with one unit rather than having a cellular phone, a beeper and a two-way radio. The representatives of McKenzie Communications Group will be at the Council meeting to answer any questions you may have and provide more detailed information regarding the use of the antennas.

The \$750 monthly fee that I was able to negotiate with this group, will finance approximately 50% of our annual telecommunication expenses for the City.

POLICY ISSUES

We have no written policy for the use of the water tank for the installation of antennas. If you conceptually approve this request, the McKenzie Group will have to obtain a Conditional Use permit from the City Planning Department and work with the City Attorney to complete a lease agreement.

**MAYOR WILBERT AND CITY COUNCIL MEMBERS
McKENZIE TELECOMMUNICATIONS GROUP**

Page 2

POLICY ISSUES - continued

I will be providing photographs of similar antennas installed at another jurisdictions. I will be sharing this information with you at the Council meeting as I could not make color copies of these photos for the Council package.

FISCAL IMPACT

We will be receiving an additional \$9,000 in revenues from the McKenzie Group for allowing them to install the antennas on top of the water tank. This is will have a positive impact on our budget this year and for future budgets.

RECOMMENDATION

I recommend a Council motion to conceptually approve the McKenzie Telecommunications Group's request for installing the antennas on top of the Well # 3 water tank site and paying the City a \$750 monthly fee. Your approval should be contingent upon the McKenzie Telecommunications Group obtaining all necessary permits from the City, FAA's approval for the height of the antennas, if applicable, and City Attorney's approval of the lease agreement.



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: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
SUBJECT: REPLACEMENT OF RUSHMORE WELL
DATE: JANUARY 18, 1995

INTRODUCTION

The Rushmore Well has stopped pumping water. Most likely the motor is burned out and will have to be replaced. The replacement cost of the motor is approximately \$3,000. We have not budgeted for this expenditure and consequently this item needs to be approved by you before we can replace it.

BACKGROUND/ISSUES

The Rushmore Well has been a good water resource. Although the production rate of this well is much smaller than the other wells we own, the quality of the water is far better. The well had been working fine for us until a few days ago when we noticed that it had stopped pumping water. Because of the age of this well, I am suspecting that we will have to replace the motor.

Upon your approval, we will hire a contractor to replace the motor which should not take any longer than three days. In the mean time, we are using Well # 5 to provide water to the areas where Rushmore Well currently services. Since we are in a low demand water season, I am not anticipating any water shortage.

FISCAL IMPACT

This is not an anticipated cost. It was not budgeted in our 1995 budget. It will have a \$3,000 negative impact to the budget. We will have to save this much money on other budgeted activities in the water department to absorb this additional cost. Since we are at the beginning of the new budget cycle, it is difficult at this time to predict where specifically we are going to save the money.

RECOMMENDATION

I recommend a Council motion to authorize the Public Works Director to spend up to \$3,000 to complete necessary repairs at Rushmore Well.



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: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BSY*
SUBJECT: TRANSPORTATION IMPROVEMENT ACCOUNT GRANT FOR
NORTH HARBORVIEW DRIVE AND HARBORVIEW DRIVE
PROJECTS
DATE: JANUARY 17, 1995

INTRODUCTION

I am pleased to inform you that we have been notified by the Transportation Improvement Board (TIB) that our request for additional grant monies to match the City's matching funds for a federal grant have been approved for North Harborview Drive and Harborview Drive projects. The purpose of this memorandum is to obtain your authorization for the Mayor to sign the grant agreements.

BACKGROUND/ISSUES

We have received the Intermodal Surface Transportation Enhancement (ISTEA) funds for North Harborview Drive and Harborview Drive projects. The Transportation Improvement Board developed a program to finance the local jurisdictions matching funds for federal grants on a first come first serve basis.

We have requested TIB funds for our matching obligations for the federal funds. Our request has been approved. We will be getting an additional \$194,468 from TIB for both projects.

The Mayor already signed the grant documents since she was leaving for vacation, assuming that you would authorize her to sign the documents. We have not yet sent the signed documents to TIB.

FISCAL IMPACT

The TIB funds will positively impact the City's 1995 budget as we do not have to spend \$194,468 City funds for the matching purposes of the federal funds. However, depending upon the low bid amount, we may be supplementing the grant monies with the City funds to complete the projects. The bid opening for the projects is scheduled for January 25, 1995 at 2:00 pm, at City Hall.

RECOMMENDATION

I recommend a Council motion to authorize the Mayor to sign TIB grant documents to receive \$194,468 grants for the North Harborview Drive and Harborview Drive projects.



State of Washington
Transportation Improvement Board

Post Office Box 40901
Olympia, Washington 98504-0901
(206) 753-7198 SCAN 234-7198

RECEIVED
JAN 13 1995
CITY OF GIG HARBOR

January 11, 1995

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

TIA/ISTEA Match Project
TIB No. 9P-127(102)-1
Harborview Drive
Dorotich Street to North Harborview Drive
City of Gig Harbor

Dear Mayor Wilbert:

We are pleased to advise you that the Transportation Improvement Board (TIB) has authorized financial assistance for the above-referenced project from the Transportation Improvement Account (TIA). The TIA/ISTEA matching funds authorized for the construction phase are \$26,486. The effective date of the authorization is December 22, 1994.

Please sign the two enclosed project agreements and return them to the TIB office by February 1, 1995. The agency is required to certify compliance with the Clean Air Act. After execution by the Executive Director, a copy of the agreement will be forwarded to you.

We look forward to working with you. If you have any questions, please call Bob Moorhead, TIA Project Engineer, at (206)705-7593.

Sincerely,

Rod Diemert
TIA Program Engineer

RLD/RWM:kj
Enclosures

cc: Bob Holcomb
Accounting



**Transportation Improvement Account / ISTE A Matching Funds
Project Agreement for Construction Proposal**

Lead Agency City of Gig Harbor	
Project Number 9P-127(102)-1	Authority Number 9441089P
Project Title & Description Harborview Drive Dorotich Street to North Harborview Drive	
Total Amount Authorized \$26,486	Authorization to Proceed Effective From December 22, 1994

IN CONSIDERATION of the allocation by the Transportation Improvement Board of Transportation Improvement Account (TIA) matching funds to the project and in the amount set out above, the agency hereby agrees that as condition precedent to payment of any TIA matching funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in RCW 47.26; the applicable rules and regulations of the Transportation Improvement Board, and all representations made to the Transportation Improvement Board upon which the fund allocation was based; all of which are familiar to and within the knowledge of the agency and incorporated herein and made a part of this agreement, although not attached. The officer of the agency, by the signature below hereby certifies on behalf of the agency that federal, state, and local funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the Federal Aid Project Prospectus, acknowledges that funds hereby authorized are for the development of the construction proposal as defined by Chapter 167, Laws of 1988.

Projects in clean air non-attainment areas are subject to air quality conformity requirements as specified in RCW 70.94. The lead agency certifies that the project meets all applicable Clean Air Act requirements.

IN CONSIDERATION of the promises and performance of the stated conditions by the agency, the Transportation Improvement Board hereby agrees to reimburse the agency from TIA matching funds allocated, and not otherwise, for its reimbursable costs during the above referenced quarter year not to exceed the amount specified. Such obligation to reimburse TIA matching funds extends only to project costs incurred after the date of the Board's allocation of funds and authorization to proceed with the project.

LEAD AGENCY

TRANSPORTATION IMPROVEMENT BOARD


Signature of Chairman/Mayor

1-13-95
Date

Executive Director

Date



**Transportation Improvement Account / ISTE A Matching Funds
Project Agreement for Construction Proposal**

Lead Agency City of Gig Harbor	
Project Number 9P-127(102)-1	Authority Number 9441089P
Project Title & Description Harborview Drive Dorotich Street to North Harborview Drive	
Total Amount Authorized \$26,486	Authorization to Proceed Effective From December 22, 1994

IN CONSIDERATION of the allocation by the Transportation Improvement Board of Transportation Improvement Account (TIA) matching funds to the project and in the amount set out above, the agency hereby agrees that as condition precedent to payment of any TIA matching funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in RCW 47.26; the applicable rules and regulations of the Transportation Improvement Board, and all representations made to the Transportation Improvement Board upon which the fund allocation was based; all of which are familiar to and within the knowledge of the agency and incorporated herein and made a part of this agreement, although not attached. The officer of the agency, by the signature below hereby certifies on behalf of the agency that federal, state, and local funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the Federal Aid Project Prospectus, acknowledges that funds hereby authorized are for the development of the construction proposal as defined by Chapter 167, Laws of 1988.

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IN CONSIDERATION of the promises and performance of the stated conditions by the agency, the Transportation Improvement Board hereby agrees to reimburse the agency from TIA matching funds allocated, and not otherwise, for its reimbursable costs during the above referenced quarter year not to exceed the amount specified. Such obligation to reimburse TIA matching funds extends only to project costs incurred after the date of the Board's allocation of funds and authorization to proceed with the project.

LEAD AGENCY

TRANSPORTATION IMPROVEMENT BOARD


Signature of Chairman/Mayor

1/13/95
Date

Executive Director

Date



State of Washington
Transportation Improvement Board

Post Office Box 40901
Olympia, Washington 98504-0901
(206) 753-7198 SCAN 234-7198

RECEIVED
JAN 13 1995
CITY OF GIG HARBOR

January 11, 1995

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

TIA/ISTEA Match Project
TIB No. 9P-127(I01)-1
North Harborview Drive
Harborview Drive to Vernhardson Street
City of Gig Harbor

Dear Mayor Wilbert:

We are pleased to advise you that the Transportation Improvement Board (TIB) has authorized financial assistance for the above-referenced project from the Transportation Improvement Account (TIA). The TIA/ISTEA matching funds authorized for the construction phase are \$168,000. The effective date of the authorization is December 22, 1994.

Please sign the two enclosed project agreements and return them to the TIB office by February 1, 1995. The agency is required to certify compliance with the Clean Air Act. After execution by the Executive Director, a copy of the agreement will be forwarded to you.

We look forward to working with you. If you have any questions, please call Bob Moorhead, TIA Project Engineer, at (206)705-7593.

Sincerely,

Rod Diemert
TIA Program Engineer

RLD/RWM:krj
Enclosures

cc: Bob Holcomb FA#STPUL-3327(001)
Accounting



**Transportation Improvement Account / ISTE A Matching Funds
Project Agreement for Construction Proposal**

Lead Agency City of Gig Harbor	
Project Number 9P-127(I01)-1	Authority Number 942I099P
Project Title & Description North Harborview Drive Harborview Drive to Vernhardson Street	
Total Amount Authorized \$168,000	Authorization to Proceed Effective From December 22, 1994

IN CONSIDERATION of the allocation by the Transportation Improvement Board of Transportation Improvement Account (TIA) matching funds to the project and in the amount set out above, the agency hereby agrees that as condition precedent to payment of any TIA matching funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in RCW 47.26; the applicable rules and regulations of the Transportation Improvement Board, and all representations made to the Transportation Improvement Board upon which the fund allocation was based; all of which are familiar to and within the knowledge of the agency and incorporated herein and made a part of this agreement, although not attached. The officer of the agency, by the signature below hereby certifies on behalf of the agency that federal, state, and local funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the Federal Aid Project Prospectus, acknowledges that funds hereby authorized are for the development of the construction proposal as defined by Chapter 167, Laws of 1988.

Projects in clean air non-attainment areas are subject to air quality conformity requirements as specified in RCW 70.94. The lead agency certifies that the project meets all applicable Clean Air Act requirements.

IN CONSIDERATION of the promises and performance of the stated conditions by the agency, the Transportation Improvement Board hereby agrees to reimburse the agency from TIA matching funds allocated, and not otherwise, for its reimbursable costs during the above referenced quarter year not to exceed the amount specified. Such obligation to reimburse TIA matching funds extends only to project costs incurred after the date of the Board's allocation of funds and authorization to proceed with the project.

LEAD AGENCY

TRANSPORTATION IMPROVEMENT BOARD

 1-13-95
Signature of Chairman/Mayor Date

Executive Director Date



**Transportation Improvement Account / ISTE A Matching Funds
Project Agreement for Construction Proposal**

Lead Agency City of Gig Harbor	
Project Number 9P-127(101)-1	Authority Number 9421099P
Project Title & Description North Harborview Drive Harborview Drive to Vernhardson Street	
Total Amount Authorized \$168,000	Authorization to Proceed Effective From December 22, 1994

IN CONSIDERATION of the allocation by the Transportation Improvement Board of Transportation Improvement Account (TIA) matching funds to the project and in the amount set out above, the agency hereby agrees that as condition precedent to payment of any TIA matching funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in RCW 47.26; the applicable rules and regulations of the Transportation Improvement Board, and all representations made to the Transportation Improvement Board upon which the fund allocation was based; all of which are familiar to and within the knowledge of the agency and incorporated herein and made a part of this agreement, although not attached. The officer of the agency, by the signature below hereby certifies on behalf of the agency that federal, state, and local funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the Federal Aid Project Prospectus, acknowledges that funds hereby authorized are for the development of the construction proposal as defined by Chapter 167, Laws of 1988.

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LEAD AGENCY

TRANSPORTATION IMPROVEMENT BOARD

 1-13-95
Signature of Chairman/Mayor Date

Executive Director Date



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF *S.O.*
DATE: JANUARY 23, 1995
**SUBJECT: SUB 94-02 (PUD) -- DAVID FISHER - REQUEST FOR APPROVAL OF
PLANNED UNIT DEVELOPMENT CONSISTING OF 29 RESIDENTIAL
COURT HOMES AT APPROX. 4410 ALASTRA LANE.**

INTRODUCTION/BACKGROUND

David Fisher, architect, representing Rush Construction, is requesting approval of a 29 unit planned unit development on an R-1 single family parcel of 5 acres. The subject site is triangular parcel that is bounded by light industrial development on the north, single family development on the south, duplexes on the west, and the freeway on the east. There is currently a single family house on the southeast corner of the parcel. Under the current zoning designation, the lot could potentially accommodate 13 single family units. This assumes 25% of the lot for roads and right-of-ways and 12,000 square foot single family lots.

POLICY

Chapter 17.90 (GHMC) outlines the review procedures for planned unit developments. A complete outline of policies applicable to this project are stated in the staff report to the Hearing Examiner.

RECOMMENDATION

The Hearing Examiner is recommending approval of the proposed development subject to all conditions recommended by the Staff plus additional conditions pertaining to (a) fencing around a portion of the site, and (b) development of a sewer system that will serve adjacent lots. A copy of the proposed development plans along with the staff report to the Hearing Examiner and the Hearing Examiner's recommendation to the City Council are enclosed. Also, a draft resolution approving the development subject to the Hearing Examiner's recommendation is included for the Council's consideration.

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

WHEREAS, David Fisher, Representing Rush Construction, has requested approval for a planned unit development (PUD) for the construction of 29 residential units at approximately 4410 Alastra Lane; and,

WHEREAS, the Gig Harbor City Council has adopted guidelines for the reviewing of planned unit developments as outlined in GHMC section 17.90; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the PUD, in a staff report dated November 16, 1994; and

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on December 21, 1994 to accept public comment on; and,

WHEREAS, the City of Gig Harbor Hearing Examiner has made specific findings and conclusions and has recommended conditional approval of said PUD in his report dated January 5, 1995; and,

WHEREAS, the City Council, during its regular meeting of January 23, 1995 reviewed the proposed PUD and the findings and recommendation of the Hearing Examiner; and,

WHEREAS, the City Council has determined that the PUD and the recommendation of the Hearing Examiner to be consistent with City codes and policies regulating Planned Unit Developments; and

WHEREAS, the City Council has determined that the development would provide significant public benefits including an affordable housing alternative within City limits, retention of 50 percent open space, and a design which promotes pride of ownership in higher density housing, in exchange for the increased density and other code exceptions as defined on the site plan and elevation drawings;

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 January 5, 1995 are hereby adopted and the Planned Unit Development is approved subject to the following conditions:

1. Fire flow must be provided to within 300 FT of each entrance to each parcel in accordance with the Section 10.401, 1991 Uniform Fire Code
2. Required fire hydrants and access must be provided as per the Uniform Fire Code and as approved by the Fire Marshall.

3. The hammer head turn-a-rounds which are at the ends of roadways over 150 FT from public roadways must remain accessible. The roadways and turn-a-rounds must be identified as fire lanes.
4. The project shall conform to section 2B.070 of the Public Works Standards referring to private streets, including the provision of a 24 foot roadway and curbs gutters and sidewalks on one side of the street as approved by the Public Works Department.
5. Water and sewer must come from Skansie. Minimum grade from 76th Street must be maintained for the sewer line. No inside or outside drops will be allowed. Water might be looped with the PTI Waterline, depending upon the fire flow requirements. The adjacent duplexes may hook into the proposed sewer line subject to approval by the Director of Public Works and subject to a connection fee in an amount to be approved by the Director of Public Works.
6. The entire roadway must be overlaid along Skansie and 76th Street wherever the sewer line is installed.
7. Maintenance of all privately owned PUD common areas and the landscaping and/or plantings contained therein, shall be permanently maintained by a home owners association. The association shall be established and incorporated prior to final plat approval. A copy of the association's bylaws shall be submitted with the final plat and shall include, at a minimum, the following authorities and responsibilities:
 - A. The enforcement of covenants imposed by the landowner or developer.
 - B. The levying and collection of assessments against all lots to accomplish the association's responsibilities.
 - C. The collection of delinquent assessments through the courts.
 - D. The letting of contracts to build, maintain and manage common facilities.
8. A final landscaping plan for the common areas within the plat shall be submitted to and approved by the Planning Department prior to permit issuance. The plan shall include, (a) provisions for a mechanical irrigation system in the central common green area, and (b) the plant size and species used to re-vegetate the disturbed portion of the perimeter buffer. Landscaping shall be consistent with all zoning code requirements and shall be installed prior to occupancy of the last 6 units.
9. (c) All trees within 10 feet of the rear property lines and which have a trunk diameter of 6 inches or more shall be surveyed, flagged, and recorded with the Planning Department prior to commencement of major excavation. Each tree lost due to disturbance or root damage during construction shall be replaced with two fir trees, minimum 6 foot tall.. Existing trees will be considered lost or damaged if excavation occurs within the drip line of the tree's

canopy. This will result in significant root damage, thereby threatening the health of the tree over the long term.

10. Strict limits of disturbance shall be complied with on this project, This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber).
11. In lieu of construction of required improvements prior to final plat approval, a bond equal to an amount of 120% of the contractors bid for all improvements required under the preliminary plat and PUD approval shall be posted with the City. If accepted by the City, the bond shall have a term not to exceed eighteen (18) months from the filing of the plat with the Pierce County auditor. Required improvements shall be installed within twelve months of the date of the filing of the plat. Failure to construct or install the required improvements to City standards within the time specified shall result in the City's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements.
12. Prior to building permit issuance a grading and drainage plan, including provisions for storm water collection and retention, shall be submitted to the Public Works Department for review and approval.
13. Construction on the project must commence within 12 months from the date of Council Action on the PUD; otherwise, the approval of the application becomes null and void (GHMC Section 17.90.080). Prior to the 12 month construction commencement deadline, and prior to permit issuance, the applicant shall apply for and receive preliminary plat approval. The preliminary plat shall conform to the design and layout of the approved PUD and shall be consistent with GHMC Section 16.16.
14. The design of structures and landscaping on the property shall be consistent with the approved PUD and architectural designs. These shall be recorded with the Pierce County Auditor's office either as an attachment to the plat or as a separate recording. If recorded separately, the plat shall reference the recording number. Minor design and dimension alterations which do not alter the general scale, character, or intensity of development as shown on the recorded documents may be approved jointly by the Planning Director and owner or homeowner's association. Major amendments shall be approved only through City-adopted amendment processes for PUD's and the joint approval of all owners of the property.
15. In conjunction with preliminary plat approval by the City Council, drawings of utilities and roadway details shall be submitted to and approved by the Public Works Department.
16. Prior to or in conjunction with the preliminary plat approval, the PUD portion of the site (as illustrated) and the single family residence portion of the site shall be formally platted as separate parcels.

17. The preliminary plat shall include a 30-foot fire access easement across the parcel proposed for the existing house and which is to be platted as a separate parcel from the PUD. The easement shall be improved with a minimum 24-foot traversable surface wherever two-way traffic is involved, and a minimum 15-foot wide traversable surface for one-way traffic. One-way traffic shall be established beyond the point of driveway access to the existing residence, i.e., if the easement is used for normal residential purposes, it shall be considered two-way. Any portion of the fire access which is 12% or greater shall be paved with asphalt.
18. Prior to final plat approval, a six foot high solid wood fence shall be constructed along the west property line and along the westernmost 280 feet of the south property line.
19. Pursuant to GHMC section 17.90.060.C, within three (3) years of PUD approval, the applicant shall file with the City Council a final subdivision plat for the PUD.

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 23th day of January, 1995.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: 1/17/95
Passed by City Council: 1/23/95

**CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS CONCLUSIONS AND RECOMMENDATION**

APPLICANT: David Fisher

CASE NO.: SUB 94-02 (PUD)

LOCATION: Approximately 4410 Alastra Lane

APPLICATION: Request for approval of a planned unit development consisting of 29 residential court homes.

SUMMARY OF RECOMMENDATIONS:

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

PUBLIC HEARING:

After reviewing the official file which included the Planning Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Fisher application was opened at 5:00 p.m., December 21, 1994, in City Hall, Gig Harbor, Washington, and closed at 5:53 p.m. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the hearing. A verbatim recording of the hearing is available in the Planning Department.

HEARING COMMENTS:

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

From the City:

Steve Osguthorpe, Associate Planner, reviewed the staff report and entered it into the record. He noted that:

- Retention of the buffer is a primary concern.
- The proposal clusters individual homes around three separate courts.
- The project will have private roads with 24 feet of paving and sidewalks on one side of the private streets.
- The only written comment was from WSDOT which stated that water runoff must not be directed to the highway right-of-way, that WSDOT will not be responsible for noise attenuation, and that signage directed to the highway must conform to the State Scenic Vistas Act of 1971.

From the applicant:

David Fisher, Project Architect, reviewed the project and said:

- The project will be served with sewer from Skansie Avenue
- All of Alastra Lane will be resurfaced.
- A sidewalk will be constructed on one side of Alastra Lane.
- Vertical curbs will be provided on Alastra Lane and rolled curbs will be provided within the project.
- The pond shown on the plan will serve as a storm retention pond.
- Each backyard will open to open space or woods.
- Additional trees will be planted between the freeway and the project.

From the Community:

Ken Price, expressed concern about the project and said that:

- At the proposed price of the units, each unit will have 1 to 2 children, and
- The project will need additional play space for children.

Bill Zawlocki, expressed several concerns and said:

- The project doesn't have enough play area for children.
- The project should include a fence to protect existing neighbors.
- Drainage problems already exist in the neighborhood and this project may make the problems worse.
- He was concerned about noise from the large number of children he felt would live in the project.

Doug Price said he supported the idea of affordable housing, but said:

- A fence should be provided to screen existing neighbors from the future residents in the proposed development.
- Storm water should be retained on site so it doesn't impact neighboring properties.
- Consideration should be given to allow the adjacent duplexes to hook up to the new sewer line which will be installed in Alastra Lane.

Response from the Applicant:

David Fisher, Project Architect, said:

- The developer is not targeting families with children, but is not excluding them.

- The park shown on the plan is approximately 100 x 150 feet in size and can be developed with play equipment in the future if a number of families with children do live in the development.
- They would consider a fence.

Kent Stepan, Project Engineer, said:

- The project will have an internal storm water collection system which will be directed to the detention pond.
- The storm water system will be designed for a 25 year storm event and will include an oil/water separator.
- Trees will be left around the perimeter for screening, except where they need to be removed in order to construct the storm water detention pond.
- The sewer line will be relatively deep and will be built to Public Works standards.

FINDINGS CONCLUSIONS AND RECOMMENDATION:

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

I. FINDINGS:

- A. The information contained on in Sections I through VII of the Planning Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.

II. CONCLUSIONS:

- A. The conclusions prepared by the Planning Staff and contained in Section VIII of the Planning Staff's Advisory Report accurately set forth a part of the conclusions of the Hearing Examiner and by this reference is adopted as a part of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
- B. In the interest of long term public health in the area, provisions should be made to allow adjacent land uses to hook into the sewer line which will be located in Alastra Lane. Provisions should also be made to allow the developer of the sewer line to recoup some of the cost of the line if additional users hook up to said line.
- C. Given the density of the proposed project relative to the adjacent land uses, the requirement for a fence along the west and south boundaries is reasonable to insure continued privacy of the existing residents.

III. RECOMMENDATION:


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

1. Fire flow must be provided to within 300 feet of each entrance to each parcel in accordance with Section 10.401, 1991 Uniform Fire Code.
2. Required fire hydrants and access must be provided as per the Uniform Fire Code and as approved by the Fire Marshal.
3. The hammer head turn-around which are at the ends of roadways over 150 feet from public roadways must remain accessible. The roadways and turn-arounds must be identified as fire lanes.
4. The project shall conform to Section 2B.070 of the Public Works Standards referring to private streets, including the provision of a 24-foot roadway and curbs, gutters and sidewalks on one side of the street as approved by the Public Works Department.
5. Water and sewer must come from Skansie. Minimum grade from 76th Street must be maintained for the sewer line. Non inside or outside drops will be allowed. Water might be looped with the PTI Waterline, depending upon the fire flow requirements. The adjacent duplexes may hook into the proposed sewer line subject to approval by the Director of Public Works and subject to a connection fee in an amount to be approved by the Director of Public Works.
6. The entire roadway must be overlaid along Skansie and 76th Street wherever the sewer line is installed.
7. Maintenance of all privately owned PUD common areas and the landscaping and/or plantings contained therein, shall be permanently maintained by a homeowners association. The association shall be established and incorporated prior to final plat approval. A copy of the association's bylaws shall be submitted with the final plat and shall include, at a minimum, the following authorities and responsibilities:
 - a. The enforcement of covenants imposed by the landowner or developer.
 - b. The levying and collection of assessments against all lots to accomplish the associations responsibilities.
 - c. The collection of delinquent assessments through the courts.
 - d. The letting of contracts to build, maintain and manage common facilities.
8. A final landscaping plan for the common areas within the plat shall be submitted to and approved by the Planning Department prior to permit issuance. The plan shall include provisions for a mechanical irrigation system in the central common green area, and the plant size and species used to re-vegetate the disturbed portion of the perimeter buffer. Landscaping shall be consistent with all zoning code requirements and shall be installed prior to occupancy of the last six units.

9. All trees within 10 feet of the rear property lines and which have a trunk diameter of 6 inches or more shall be surveyed, flagged, and recorded with the Planning Department prior to commencement of major excavation. Each tree lost due to disturbance or root damage during construction shall be replaced with two fir trees, minimum 6 feet tall. Existing trees will be considered lost or damaged if excavation occurs within the drip line of the tree's canopy. This will result in significant root damage, thereby threatening the health of the tree over the long term. Minor modification to the site plan may be allowed by the Planning Director in order to save as many significant trees as is practical.
10. Strict limits of disturbance shall be complied with on this project. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber).
11. In lieu of construction of required improvement prior to final plat approval, a bond equal to an amount of 120% of the contractor's bid for all improvements required under the preliminary plat and PUD approval shall be posted with the City. If accepted by the City, the bond shall have a term not to exceed eighteen (18) months from the filing of the plat with the Pierce County auditor. Required improvements shall be installed within twelve months of the date of the filing of the plat. Failure to construct or install the required improvements to City standards within the time specified shall result in the City's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements.
12. Prior to building permit issuance, a grading and drainage plan, including provisions of stormwater collection and retention, shall be submitted to the Public Works Department for review and approval.
13. Construction on the project must commence within 12 months for the date of Council Action of the PUD; otherwise, the approval of the application become null and void (GHMC Section 17.90.080). Prior to the 12 month construction commencement deadline, and prior to permit issuance, the applicant shall apply for and receive preliminary plat approval. The preliminary plat shall conform to the design and layout of the approved PUD and shall be consistent with GHMC Section 16.16.

14. The design of structures and landscaping on the property shall be consistent with the approved PUD and architectural designs. These shall be recorded with the Pierce County Auditor's office either as an attachment to the plat or as a separate recording. If recorded separately, the plat shall reference the recording number. Minor design and dimension alterations which do not alter the general scale, character, or intensity of development as shown on the recorded documents may be approved jointly by the Planning Director and owner or homeowner's association. Major amendments shall be approved only through City-adopted amendment processes for PUD's and the joint approval of all owners of the property.
15. In conjunction with preliminary plat approval by the City Council, drawings of utilities and roadway details shall be submitted to the Public Works Department for review and approval.
16. Prior to or in conjunction with the preliminary plat approval, the PUD portion of the site (as illustrated) and the single family residence portion of the site shall be formally platted as separate parcels.
17. The preliminary plat shall include a 30 foot fire access easement across the parcel proposed for the existing house and which is to be platted as a separate parcel from the PUD. The easement shall be improved with a minimum 24-foot traversable surface wherever two-way traffic is involved, and a minimum 15 foot wide traversable surface for one-way traffic. On way traffic shall be established beyond the point of driveway access to the existing residence, i.e., if the easement is used for normal residential purposes, it shall be considered two-way. Any portion of the fire access which is 12% or greater shall be paved with asphalt.
18. Prior to final plat approval, a six foot high solid wood fence shall be constructed along the west property line and along the westernmost 280 feet of the south property line.
19. Pursuant to GHMC Section 17.90.060C, within three (3) years of PUD approval, the applicant shall file with the City Council a final subdivision plat for the PUD.

Dated this 5th day of January, 1994.


Ron McConnell
Hearing Examiner

RECOMMENDATION:

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.

**MINUTES OF THE December 21, 1994
HEARING OF THE FISHER
APPLICATION**

Ron McConnell was the Hearing Examiner for this matter. Participating in the hearing were: Steve Osguthorpe, representing the City of Gig Harbor, and David Fisher and Kent Stepan, representing the applicant; and concerned residents Bill Zawlocki, Doug Price and Ken Price.

EXHIBITS:

The following exhibit was offered and entered into the record:

A. Planning Staff's Advisory Report, with attachment

PARTIES OF RECORD:

David Fisher
5715 Wollochet Drive, #2A
Gig Harbor, WA 98332

Bill Zawlocki
7323 46th Avenue
Gig Harbor, WA 98335

Rush Construction
5715 Wollochet Drive
Gig Harbor, WA 98335

Doug Price
7411 Soundview Drive #1
Gig Harbor, WA 98335

Kent Stepan
4610 Salmon Creek Lane
Gig Harbor, WA 98335

Ken Price
4562 Hidden Haven Lane
Gig Harbor, WA 98335



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: Hearing Examiner
FROM: Planning Staff
DATE: November 16, 1994

RE: SUB 94-02 (PUD) -- David Fisher - Request for approval of planned unit development consisting of 29 residential court homes at approx. 4410 Alastra Lane.

I. GENERAL INFORMATION

APPLICANT: David Fisher
5715 Wollochet Drive #2A
Gig Harbor, WA 98335
Telephone: (206) 858-8204

OWNER: Rush Construction
5715 Wollochet Drive
Gig Harbor, WA 98335

AGENT: David Fisher
5715 Wollochet Drive #2A
Gig Harbor, WA 98335

II. PROPERTY DESCRIPTION

1. **Location:** Approximately 4410 Alastra Lane
Assessor's Parcel #02-21-07-1-047 & 107
2. **Site Area/Acreage:** 5.0 acres

3. **Natural Site Characteristics:**

- i. **Soil Type:** Harstine gravelly sandy loam
- ii. **Slope:** between approx. 14 & 25 %
- iii. **Drainage:** westerly
- iv. **Vegetation:** forested with fir, alder, and natural understory

No wetlands or critical areas are known to exist on the site.

4. **Zoning:**

- i. **Subject parcel:** R-1 (single family)
- ii. **Adjacent zoning and land use:**
 - North:** RB-2 (residential/business)
 - South:** Residential development (County)
 - East:** Freeway right-of-way
 - West:** R-1 (zoned single family but developed with duplexes).

5. **Utilities/road access:** The parcel is accessed off of Alastra Lane which is a private road accessed off of Skansie Avenue. The parcel is proposed to be served by City sewer and water.

III. APPLICABLE LAND-USE POLICIES/CODES

1. **Comprehensive Plan:** The comprehensive plan designates this area as low urban residential. The Plan has the stated goal on page 27 to "Create district definitions, control and review an approval processes which allows for innovation and performance". This goal is followed by the following policies:

8. Innovative districts

Establish special planning procedures to govern the review and approval of innovative land use developments. Special planning development procedures could be established for . . . mixed density residential developments . . . or other proposals which may be submitted and considered.

9. Housing choice

Expand housing district and code definitions to allow a broad choice of housing types, locations, and tenures. Housing opportunities may be provided for different types and ages of households to include the family, the single-headed household, the individual and the elderly. To the extent appropriate, recognize social area specializations by household and age group, and provide public services which reflect each area's special needs.

2. **Zoning Ordinance:** 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."

For a planned unit development to be approved, the hearing examiner shall first find that all of the following conditions exist:

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 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 area 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 development plan review 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.

IV. BACKGROUND INFORMATION:

The subject site is a large triangular parcel that is bounded by light industrial development on the north, single family development on the south, duplexes on the west, and the freeway on the east. There is currently a single family house on the southeast corner of the parcel. Under the current zoning designation, the lot could potentially accommodate 13 single family units. This assumes 25% of the lot for roads and right-of-ways and 12,000 square foot single family lots. It also assumes that public access could somehow be extended to the lot from Skansie Avenue. The road currently serving the lot is on private property and the City's subdivision ordinance does not allow private roads to serve more than 3 lots. However, under the PUD ordinance this requirement may be waived.

V. REQUEST/PROJECT DESCRIPTION:

The current request is for approval of a planned unit development consisting of 29 single family lots. The PUD would be subdivided as a separate project from the existing single family house. The house would be retained on a single family lot of approximately 1.6 acres.

Typical lots sizes in the PUD will be 3200 square feet, accommodating houses of approximately 1,200 to 1,400 square feet with patios and small areas of private lawn space. Lots will be clustered around three separate courts which surround a common green in the center of the development. Clustering allows for retention of a +35 foot green belt around the entire perimeter of the property and for a small common green in the center of the property. However, 5 feet of the natural vegetation on the edge of the common space is proposed to be removed during the construction phase and replaced with either rockeries (where required) or nursery stock vegetation. The park is also proposed to be re-vegetated with new plantings. Total open space including the park and green belt will be 50%. A more detailed landscape plan will be required which indicates how the inner court and common areas will be landscaped.

In addition to the provision of open space, the applicant has attempted to design a project which emphasizes "community" both in the site layout and in the design of the units themselves. The architect has incorporated front porches into the homes to draw attention to the front entrance, while windows above the garage door draw attention *away* from the vehicular entrance. The applicant has further defined the project in the following statement (shown in italics).

The following are written comments and elements found in the design of Alastra Court planned unit development that provide quality affordable housing in the City of Gig Harbor.

Open Space

Preservation of fifty percent of open space is achieved by integrating an untouched perimeter with a park and wetlands pond. The backyards of the court homes are oriented to the open space tree clusters. Careful placement of the court homes maintains as many natural tree clusters as possible.

Focal Point

It is this emphasis on a community design, the provision of affordable housing and the preservation of open space which the applicant proposes to provide in exchange for approval of increased density.

VI. PUBLIC NOTICE & INPUT:

The property was posted and legal notice was sent to the Peninsula Gateway and to property owners within 300 feet. To date, no formal public input has been received.

VII. ANALYSIS:

The staff is generally supportive of the proposed planned unit development. Similar to the Harbor Summit PUD, the proposed development would provide needed affordable housing for Gig Harbor. A notable improvement over the Harbor Summit development is that the proposal includes completely detached single family homes which look more like houses than garages from the street view. The staff believes that the units' traditional design and character will promote pride of ownership and the clustered design around courts and the park will emphasize a sense of community.

The expected cost of the units will be between \$120,000 to \$130,000. Assuming moderate interest rates and a \$100,000 mortgage, the proposed development would provide affordable housing to persons earning slightly more than the 1990 median income of the Gig Harbor area (\$42,584.00) without cost-burdening these households (see page 51 of the Comp. Plan's Housing Element).

While this application was submitted under the provisions of the 1985 Comprehensive Plan, it is consistent with pertinent sections of the newly adopted Housing Element in the 1994 Comprehensive Plan. These are outlined as follows:

(Housing Element, 1994 Gig Harbor Comprehensive Plan -- Pg. 41 - 42)

Goal: Maintain and protect the scale and character of existing neighborhoods.

1. Encourage infill. Encourage infill of existing residential neighborhoods with housing types, designs, and sizes similar to prominent and/or historical structures.
2. Develop design guidelines. Develop guidelines which define how larger multi-family structures may be designed to reflect the massing and scale of smaller existing structures.

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

1. Identify areas where small lot sizes are appropriate.
 - (a) Develop maximum lot sizes for single family homes, e.g., 5,000 - 7,000 square feet.
 - (b) Allow zero lot line development on smaller lots to retain optimal use of private yard areas.
3. Reward acceptance of density with corresponding benefits. High-density areas should be associated with increased areas of open space and other amenities to the public and home owners.

Goal: Minimize direct costs of new housing construction

1. Minimize costs associated with land. Reduce housing costs associated with land through policy reform.
 - (a) Identify areas where small lots may be allowed or required to accommodate smaller single family houses, patio houses, or townhouses.

The staff's primary concern with this proposal is assuring that the proposed buffers and landscaping will be retained. The staff will be recommending that strict limits of disturbance be complied with on this project, This should include preliminary identification of the proposed area of disturbance and installation of a protective barricade before major excavation begins.

The submitted plans are for PUD approval only. However, the PUD also involves a subdivision. If the City Council approves the PUD, a preliminary subdivision plat consistent with GHMC Section 16.16 and which reflects the approved design and layout of the PUD must be submitted for the City's review and approval.

Additional Staff and/or agency comments are as follows:

1. Building Official:
 - i. Fire flow must be provided to within 300 FT of each entrance to each parcel in accordance with the Section 10.401, 1991 Uniform Fire Code
 - ii. Fire hydrants and access must be provided as per the Uniform Fire Code and as approved by the Fire Marshall.
 - iii. The hammer head turn-a-rounds which are at the ends of roadways over 150 FT from public roadways must remain accessible. The roadways and turn-a-rounds must be identified as fire lanes.
 - iv. The fire access easement must be a minimum of 30 feet wide with a 15-foot wide traversable surface for one-way traffic and a 24-foot traversable surface for two-way traffic. Any portion of the surface which is 12 percent or greater must be paved with asphalt or concrete.
2. Public Works:
 - i. The project shall conform to section 2B.070 of the Public Works Standards referring to private streets, including the provision of a 24 foot roadway and curbs gutters and sidewalks on one side of the street.

- ii. The traffic study conclusions and mitigating measures (as submitted) are in agreement with our review of the study.
 - iii. Water and sewer will have to come from Skansie. Minimum grade from 76th Street must be maintained for the sewer line. No inside or outside drops will be allowed. Water might be looped with the PTI Waterline, depending upon the fire flow requirements.
 - iv. The entire roadway must be overlaid along Skansie and 76th Street wherever the sewer line is installed.
 - v. Upon approval of the preliminary plat by the City Council, submittal of drawings of utilities and roadway details for our review will be required.
3. SEPA Responsible Official: The SEPA Responsible Official issued a determination of non-significance on November 28, 1994. A letter from the Washington State Department of Transportation, dated December 12, 1994, was submitted, stating that water runoff must not be directed to the highway right-of-way, that the Department will not be responsible for noise attenuation, and signage directed to the highway must conform to the State Scenic Vistas Act of 1971.

VIII. FINDINGS AND CONCLUSIONS:

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

- 1. The site of the proposed use is adequate in size and shape to accommodate the proposed use and provides sufficient yards, spaces, parking, loading, landscaping and other features necessary to insure compatibility with the underlying R-1 district, provided that the proposed buffer around the perimeter of the project is retained.
- 2. The proposal is consistent with the City of Gig Harbor Comprehensive Plan (1986) and also with the policies outlined in the recently adopted 1994 Comprehensive Plan Housing Element.
- 3. The density of the project is 5.8 units per acre. The zoning code allows 3.5 units per acre in the R-1 zone. Under the provision of a PUD, density requirements may be waived, per Section 17.90.010.
- 4. Minimum requirements of the underlying district pertinent to setbacks, lot coverage, bulk and height may be waived in the consideration of this project as a PUD, per Section 17.90.010.
- 5. Based upon the environmental checklist submitted with the application, a determination of non-significance was issued by the SEPA responsible official on November 28, 1994.

6. The subject site is bordered on the north by light industrial development in the RB-2 district, on the west by residential duplexes in the R-1 district, on the south by single family homes in unincorporated Pierce County, and on the east by State Route 16. The proposed PUD would be a reasonable use for the site which would be compatible and complimentary with surrounding uses and development.
7. The site for the proposed use accommodates and 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 area available to serve the proposal;
8. The proposed use provides sufficient buffering to avoid significant adverse effects on existing uses or permitted uses.
9. The proposal will not be detrimental to the public welfare, injurious to the environment, nor will the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.

IX. RECOMMENDATION:

The Staff recommends that the Hearing Examiner forward to the City Council a recommendation to approve the proposed PUD, subject to the following conditions:

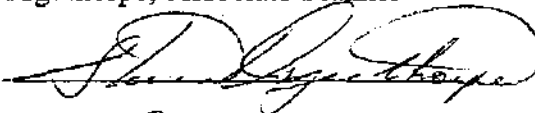
1. Fire flow must be provided to within 300 FT of each entrance to each parcel in accordance with the Section 10.401, 1991 Uniform Fire Code
2. Required fire hydrants and access must be provided as per the Uniform Fire Code and as approved by the Fire Marshall.
3. The hammer head turn-a-rounds which are at the ends of roadways over 150 FT from public roadways must remain accessible. The roadways and turn-a-rounds must be identified as fire lanes.
4. The project shall conform to section 2B.070 of the Public Works Standards referring to private streets, including the provision of a 24 foot roadway and curbs gutters and sidewalks on one side of the street as approved by the Public Works Department.
5. Water and sewer must come from Skansie. Minimum grade from 76th Street must be maintained for the sewer line. No inside or outside drops will be allowed. Water might be looped with the PTI Waterline, depending upon the fire flow requirements.
6. The entire roadway must be overlaid along Skansie and 76th Street wherever the sewer line is installed.
7. Maintenance of all privately owned PUD common areas and the landscaping and/or plantings contained therein, shall be permanently maintained by a home owners

association. The association shall be established and incorporated prior to final plat approval. A copy of the association's bylaws shall be submitted with the final plat and shall include, at a minimum, the following authorities and responsibilities:

- A. The enforcement of covenants imposed by the landowner or developer.
 - B. The levying and collection of assessments against all lots to accomplish the association's responsibilities.
 - C. The collection of delinquent assessments through the courts.
 - D. The letting of contracts to build, maintain and manage common facilities.
8. A final landscaping plan for the common areas within the plat shall be submitted to and approved by the Planning Department prior to permit issuance. The plan shall include, (a) provisions for a mechanical irrigation system in the central common green area, and (b) the plant size and species used to re-vegetate the disturbed portion of the perimeter buffer. Landscaping shall be consistent with all zoning code requirements and shall be installed prior to occupancy of the last 6 units.
9. (c) All trees within 10 feet of the rear property lines and which have a trunk diameter of 6 inches or more shall be surveyed, flagged, and recorded with the Planning Department prior to commencement of major excavation. Each tree lost due to disturbance or root damage during construction shall be replaced with two fir trees, minimum 6 foot tall. Existing trees will be considered lost or damaged if excavation occurs within the drip line of the tree's canopy. This will result in significant root damage, thereby threatening the health of the tree over the long term.
10. Strict limits of disturbance shall be complied with on this project, This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber).
11. In lieu of construction of required improvements prior to final plat approval, a bond equal to an amount of 120% of the contractors bid for all improvements required under the preliminary plat and PUD approval shall be posted with the City. If accepted by the City, the bond shall have a term not to exceed eighteen (18) months from the filing of the plat with the Pierce County auditor. Required improvements shall be installed within twelve months of the date of the filing of the plat. Failure to construct or install the required improvements to City standards within the time specified shall result in the City's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements.

12. Prior to building permit issuance a grading and drainage plan, including provisions for storm water collection and retention, shall be submitted to the Public Works Department for review and approval.
13. Construction on the project must commence within 12 months from the date of Council Action on the PUD; otherwise, the approval of the application becomes null and void (GHMC Section 17.90.080). Prior to the 12 month construction commencement deadline, and prior to permit issuance, the applicant shall apply for and receive preliminary plat approval. The preliminary plat shall conform to the design and layout of the approved PUD and shall be consistent with GHMC Section 16.16.
14. The design of structures and landscaping on the property shall be consistent with the approved PUD and architectural designs. These shall be recorded with the Pierce County Auditor's office either as an attachment to the plat or as a separate recording. If recorded separately, the plat shall reference the recording number. Minor design and dimension alterations which do not alter the general scale, character, or intensity of development as shown on the recorded documents may be approved jointly by the Planning Director and owner or homeowner's association. Major amendments shall be approved only through City-adopted amendment processes for PUD's and the joint approval of all owners of the property.
15. In conjunction with preliminary plat approval by the City Council, drawings of utilities and roadway details shall be submitted to and approved by the Public Works Department.
16. Prior to or in conjunction with the preliminary plat approval, the PUD portion of the site (as illustrated) and the single family residence portion of the site shall be formally platted as separate parcels.
17. The preliminary plat shall include a 30-foot fire access easement across the parcel proposed for the existing house and which is to be platted as a separate parcel from the PUD. The easement shall be improved with a minimum 24-foot traversable surface wherever two-way traffic is involved, and a minimum 15-foot wide traversable surface for one-way traffic. One-way traffic shall be established beyond the point of driveway access to the existing residence, i.e., if the easement is used for normal residential purposes, it shall be considered two-way. Any portion of the fire access which is 12% or greater shall be paved with asphalt.
18. Pursuant to GHMC section 17.90.060.C, within three (3) years of PUD approval, the applicant shall file with the City Council a final subdivision plat for the PUD.

Project Planner: Steve Osguthorpe, Associate Planner



Date: Dec 9, 1994



PERSPECTIVE
LOTS 1 THRU 15

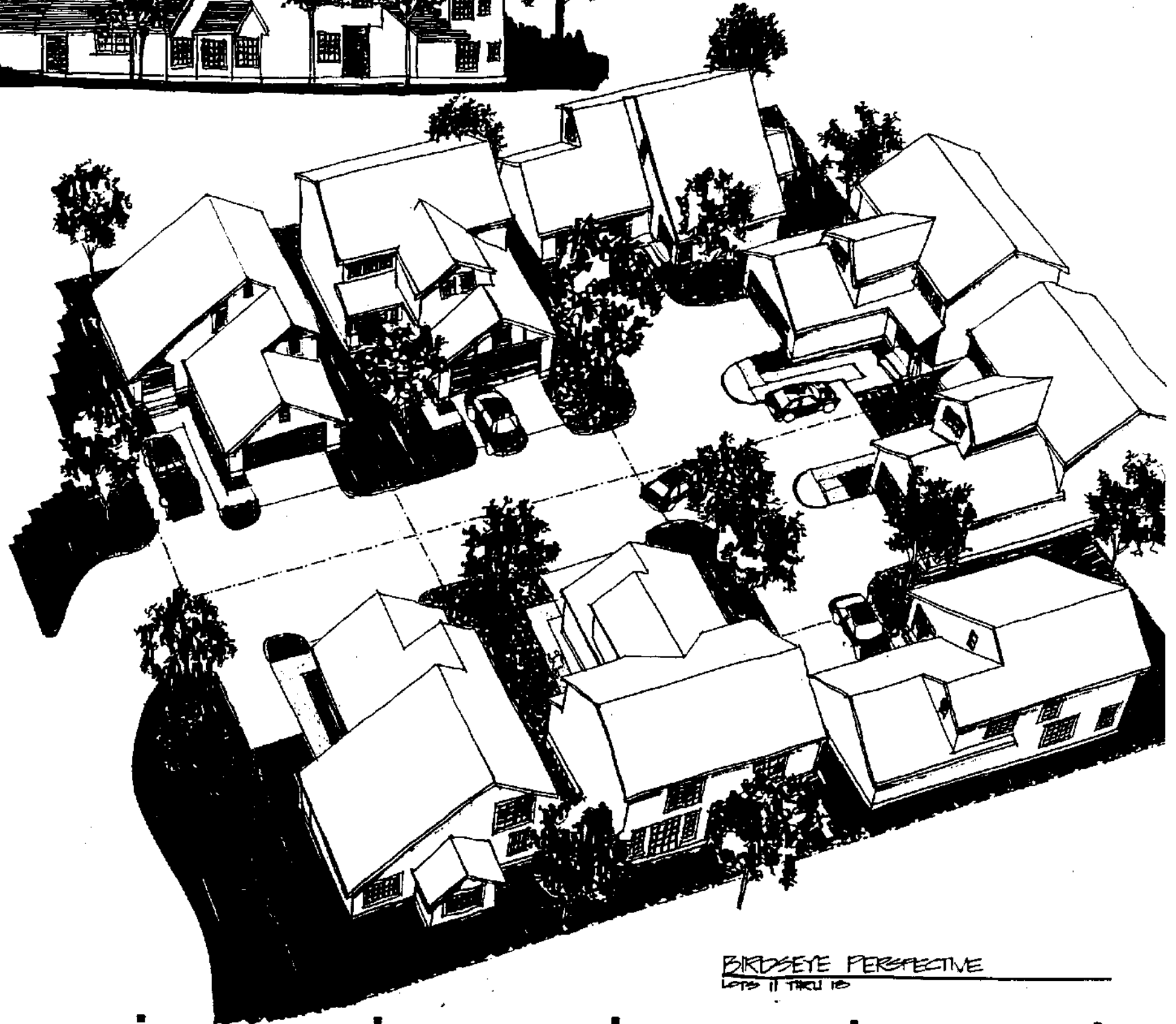
ALASTRA COURT

 RUSH
CONSTRUCTION
COMPANY

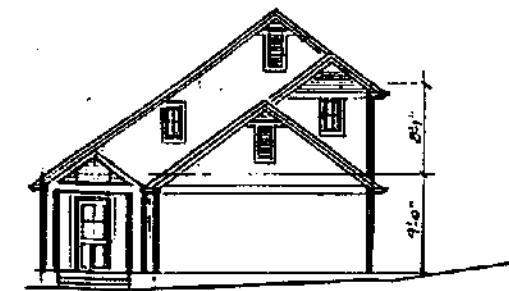
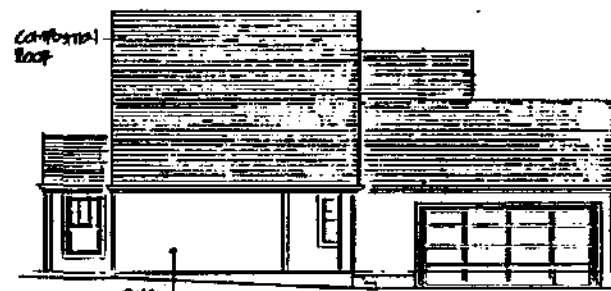
 NORTH
PACIFIC
DESIGN

DAVID K. FISHER ARCHITECT

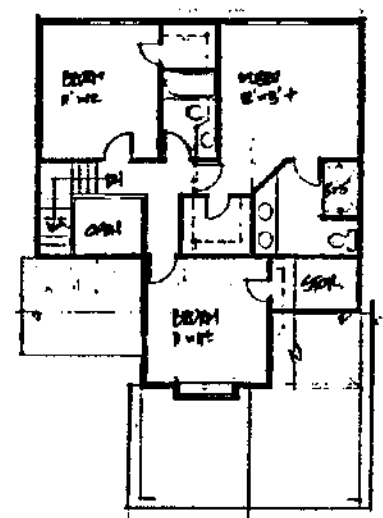
ARCHITECTURE • DESIGN • BUILD • PLANNING • 5715 HOLLOCHET CIRCLE NW, SUITE 71 • OLYMPIA, WA 98515 • 360-854-8200



BIRDSEYE PERSPECTIVE
LOTS 11 THRU 15



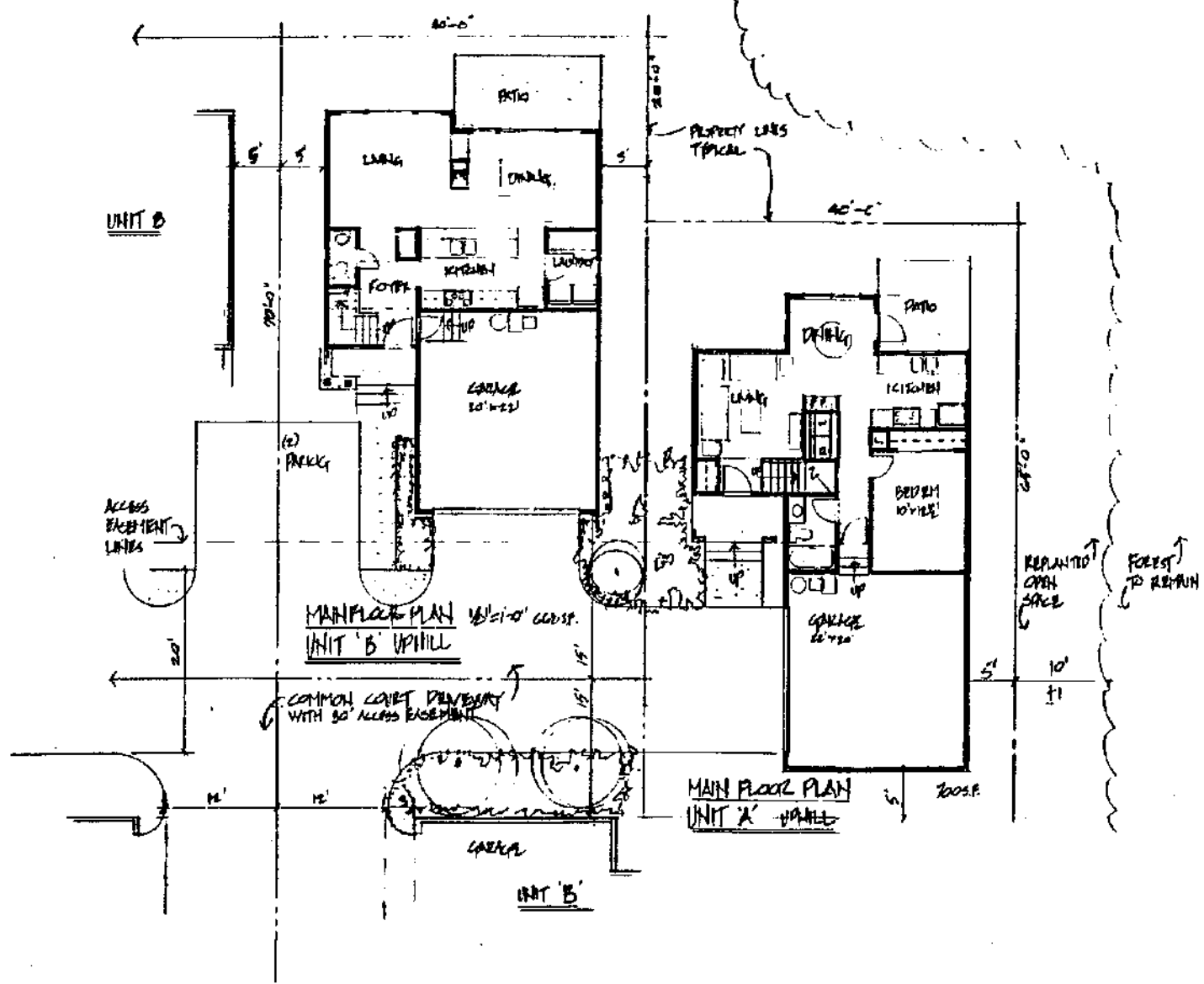
SIDE / LOFT ELEVATION UNIT 'A' (UPHILL)
CONCRETE STY



UPPER FLOOR 754 SF.

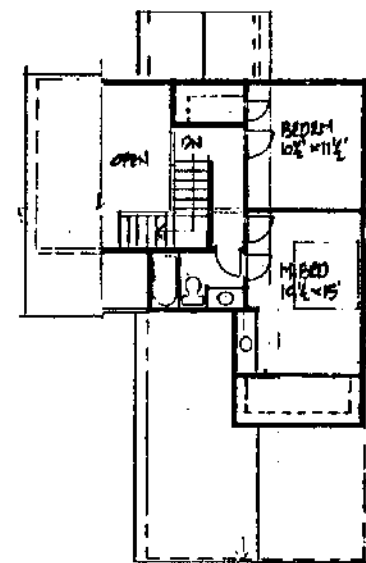


LOFT ELEVATION UNIT 'B' (UPHILL)
CONCRETE STY



MAIN FLOOR PLAN UNIT 'B' (UPHILL)

MAIN FLOOR PLAN UNIT 'A' (UPHILL)

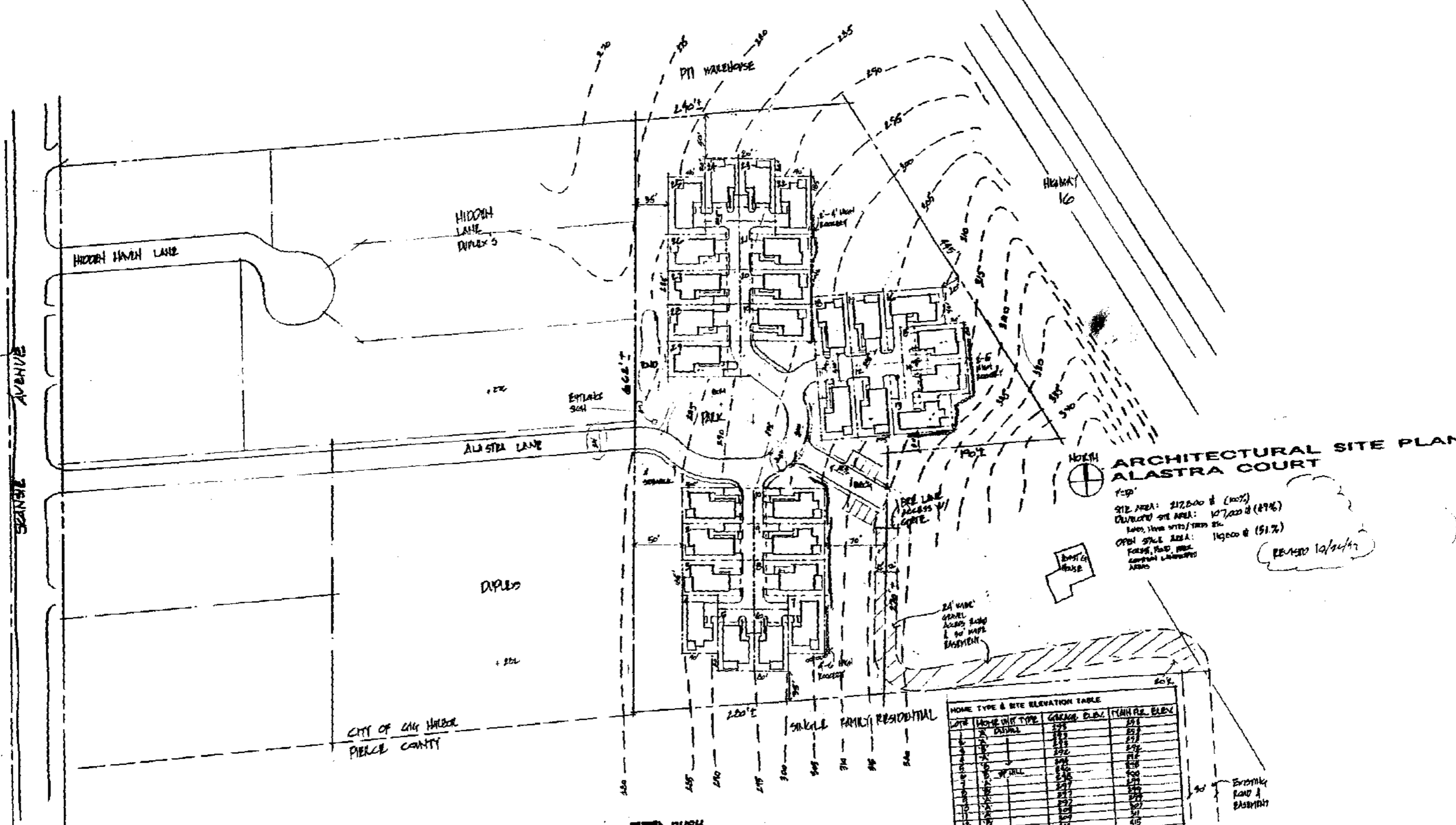


UPPER FLOOR 510 SF.



DAVID R. FISHER ARCHITECT

ARCHITECTS - ENGINEERS - PLANNERS - 570 UNIVERSITY STREET, SUITE 200, SAN FRANCISCO, CA 94102-3201



**ARCHITECTURAL SITE PLAN
ALASTRA COURT**

SITE AREA: 217,000 sq ft (100%)
 DEVELOPED SITE AREA: 107,000 sq ft (49%)
 OPEN SPACE AREA: 110,000 sq ft (51%)
 (REVISION 10/24/17)

HOME TYPE & SITE ELEVATION TABLE

UNIT	HOME UNIT TYPE	GARAGE SLAB	FINISH FL. ELEV.
1	2 BR	275	251
2	2 BR	275	251
3	2 BR	275	251
4	2 BR	275	251
5	2 BR	275	251
6	2 BR	275	251
7	2 BR	275	251
8	2 BR	275	251
9	2 BR	275	251
10	2 BR	275	251
11	2 BR	275	251
12	2 BR	275	251
13	2 BR	275	251
14	2 BR	275	251
15	2 BR	275	251
16	2 BR	275	251
17	2 BR	275	251
18	2 BR	275	251
19	2 BR	275	251
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98	2 BR	275	251
99	2 BR	275	251
100	2 BR	275	251

RUSH CONSTRUCTION COMPANY
NORTH PACIFIC DESIGN
 DAVID K. FISHER ARCHITECT
 ARCHITECTURE - INTERIOR - PLANNING - SITE CONSULTING - CIVIL - SURVEYING - GEOTECHNICAL - ENVIRONMENTAL - DESIGN

CITY OF GIG HARBOR
PIERCE COUNTY

EXISTING ROAD & BASEMENT



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: RAY GILMORE, PLANNING DIRECTOR
DATE: JANUARY 18, 1995
SUBJECT: AMENDMENTS TO FEE SCHEDULE -- ORDINANCE AMENDING SECTION 15.06.035 OF THE G.H.M.C; RESOLUTION AMENDING PLANNING-BUILDING FEE SCHEDULE

INTRODUCTION

Attached for your consideration is an ordinance and Council resolution to amend the fee schedule for the Planning-Building Department. During the most recent fee schedule update, Council directed staff to monitor land use application fees and, as necessary, recommend adjustments as needed.

In our recent review of current fees, several applications and application procedures were found in need of adjustment. These items are detailed in the following summary section. Overall, significant changes are not proposed at this time. The most significant change is requested by the Building Code Advisory Board to double the fee currently charged for the review of appeals of the building official/fire marshal.

SUMMARY OF FEE SCHEDULE CHANGES

Variations and Conditional Uses - A reduced fee is proposed for applications which require more than one land use permit. Review is usually consolidated, so additional staff time is minimal.

Short Subdivisions - Fee titles are changed. Fees remain the same.

Shoreline Management Variations/Conditional Uses - A reduced fee is proposed for applications which require more than one shoreline permit. Review is usually consolidated, so additional staff time is minimal.

Appeals - Is subdivided into two sections for administrative actions. A new fee (within the context of this resolution) is proposed for the Building Code Advisory Board (BCAB). This is a \$150 increase over the current fee. The BCAB initially requested a fee of \$400. However, the actual average time and resources expended to process a request to the BCAB is closer to \$250.

Appeal to the City Council - This was omitted from the original ordinance and it is proposed to be included within the resolution.

Building Official Inspections - Has been expanded to include reinspections and review of amended plans previously approved.

Building Permit Fees - These are currently stated in the Section 15.06.035 of the GHMC. Because these fees are set by the ICBO, the resolution will simply reference the ICBO fee schedule.

Energy Code Inspection - This is a new group of fees to compensate for the recently adopted non-residential energy code. The fee schedule was developed by the Utility Code Group of Bellevue, which is comprised of the major utility companies in the state. Currently there are no inspection fees for this service even though inspections are being performed.

Copy Fees - For map copies, the change reflects the current costs of the repro paper. The changes to the fees for the Comprehensive Plan, Zoning Code and Shoreline Master Program reflect current costs.

POLICY ISSUES

The addition of building code fees to the fee schedule resolution requires the appropriate amendments to the fee schedule in the City Building Code Ordinance (Section 15.06.035). The proposed changes to the fee schedule ordinance reflect the Council's policy to maintain a fair, reasonable and equitable permit fee program.

RECOMMENDATION

Staff requests Council adoption of the ordinance which revises Section 15.06.035 and approval of the proposed revisions to the Planning-Building fee schedule.

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, Amending Section 15.06.035 of the Gig Harbor Municipal Code relating to fees for building permits, inspections and appeals to the Building Code Advisory Board as recommended by the Gig Harbor Building Code Advisory Board.

WHEREAS, currently some land use development fees are located in various sections of the City of Gig Harbor Municipal Code; and,

WHEREAS, the Gig Harbor City Council does find that the consolidation of the various land use development fees into one document is in the public's interest.

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

Section 1. Section 15.06.035 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.06.035 Permit fees.

~~Subsection (b) of Section 304 of the Uniform Building Code is amended to read as follows:~~ Building Permit Fees. A fee for each permit shall be paid to the City of Gig Harbor in the amount set forth in Title 3.40 of the Gig Harbor Municipal Code, Table No. 3-A, as amended, of this Code.

The determination of value or valuation under any of the provisions of this Code shall be made by the building official utilizing the most current publication of the Building Valuation Worksheet, based upon data compiled by the International Conference of Building Officials and published in the Building Standards as a building cost reference. Said valuation standards shall be posted in the Building Department.

The valuation to be used in computing the permit and plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent work or permanent equipment.

~~TABLE NO. 3A - BUILDING PERMIT FEES~~

Total Valuation	Fee
\$1.00 to \$500.00	\$15.00
\$501.00 to \$2,000.00	\$15.00 for the first \$500.00 plus \$2.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$45.00 for the first \$2,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$252.00 for the first \$25,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$414.50 for the first \$50,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$639.50 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.
\$500,001.00 to \$1,000,000.00	\$2039.50 for the first \$500,000.00 plus \$3.00 or each additional \$1,000.00 or fraction thereof, to and including \$1mil.
\$1,000,001.00 and up	\$3539.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof.

~~Other Inspections and Fees:~~

- ~~1. Inspections outside of normal business hours: \$30.00 per hour (minimum charge - two hours)~~
- ~~2. Reinspection fee assessed under provisions of Section 305(g): \$30.00 each~~
- ~~3. Inspections for which no fee is specifically indicated: \$30.00 per hour (minimum charge - one-half hour)~~
- ~~4. Additional plan review required by changes, additions or revisions to approved plans: \$30.00 per hour~~

~~(minimum charge one-half hour)~~

~~5. Application fee to the Board of Appeals \$100.00~~

Section 2. Severability. If any section or provision of this Ordinance or the State Building Code or its application to any person or circumstance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Whenever any conflict occurs between any section of this Ordinance and the Code referred to in this Ordinance, the Code shall prevail.

Section 4. This Ordinance shall take effect and be in full force five days after a publication of the summary of the ordinance.

PASSED by the Gig Harbor City Council and approved by its Mayor at a regular meeting of the council held on the ___ day of January, 1995.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen, City Administrator/Clerk

Filed with city clerk: 1/19/95

Passed by city council:

Date published:

Date effective:

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

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

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

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

WHEREAS, based upon a review of current fee schedules respective to the total costs of processing the application the costs of copying services and the adoption of new building code programs statewide, adjustments to the fee schedule are deemed necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, AS FOLLOWS:

The Planning and Building fees for various land use development applications and permits are established as follows:

A. LAND USE DEVELOPMENT APPLICATION FEE

1) Amendment to Comprehensive Plan

Map Designation	\$750
Text	\$400
Map change + text	\$1,000

2) Amendments to Zoning Code

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

3) Conditional Use Permit \$450
Associated with Site Plan Review \$50

4) Variance \$450
Associated with Site Plan Review \$50
Administrative Variance No Charge

5) Planned Residential District \$75

6) Site Plan/Binding Site Plan Review

Occupancy Change (no external structural changes)	\$200
0 - 10,000 sq. ft. commercial floor area (CFA)	\$75/each 1000 sq. ft.
10,001-20,000 sq. ft. CFA	\$100/each 1000 sq. ft.
>20,000 sq. ft. CFA	\$125/each 1000 sq. ft.
Multifamily (3 or more attached dwelling units)	\$200 + \$25/dwelling unit

7) Land Clearing/Erosion Control

Permit	\$100
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8) Subdivisions

Preliminary Plat	\$550 + \$25 per lot
Final Plat	\$25 per lot
Replats	\$225
Amendments	\$150

9) Short Subdivisions

Preliminary Plat Summary Action	\$225
Final Plat	\$150
Plat Amendment	\$75
Boundary Line Adjustment	\$30

10) Shoreline Management Permits

Substantial Development (based upon actual costs or fair market value, whichever is higher)

< \$10,000	\$100
> \$10,000 < \$100,000	\$350
> \$100,000 < \$500,000	\$700
> \$500,000 < \$1,000,000	\$1,200
> \$1,000,000	\$1,700

Variance (w/o SDP)	\$400
Variance with SDP	\$75

Conditional Use (w/o SDP)	\$400
Conditional Use with SDP	\$75
Revision	\$150
Request for Exemption	\$15

11) Wetlands/Critical Areas Analysis

Steep Slopes/Erosion Hazard	\$15
Critical Habitat	\$35
Wetlands Preliminary Site Investigation	\$35
Wetlands Report Review	\$75

12) Appeals to ~~Hearing Examiner~~

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

13) Appeals to City Council

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

All signs less than 25 sq. ft.	\$20
Change of Sign, all sizes	\$20
Request for Variance	\$150
Projecting	\$35
Wall Sign, nonelectric	
25-50 sq. ft.	\$35
51-99 sq. ft.	\$45
>100 sq. ft.	\$55
Wall Sign, electric	
25-50 sq. ft.	\$40
26-99 sq. ft.	\$50

>100 sq. ft.	\$60
Ground Sign, nonelectric	
25-50 sq. ft.	\$50
26-100 sq. ft.	\$60
Ground Sign, electric	
25-50 sq. ft.	\$60
26-100 sq. ft.	\$70

B. ENVIRONMENTAL REVIEW (SEPA)

1) **Checklist** \$150

2) **Environmental Impact Statement**

Prepared by Staff	\$1,000 + \$45/hour
Prepared by Private Party	\$250 + \$45/hour

3) **Appeals of Decisions**

Conditioning/Denying of Permit	\$200
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Administrators Final Determination (DNS or EIS)	\$150 + Hearing Examiners costs for review (Examiner costs waived for listed parties of record within 300 feet of project site).
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C. ANNEXATION PETITION \$250

D. UTILITY EXTENSION REQUEST \$100

E REQUESTS FOR INFORMATION

1) **Land-use information, verbal** No Charge

2) **Land-use information, written response requested related to active permit** No Charge

3) **Land-use information, written response requested, file search required** \$35

- | | | |
|----|--|-----------|
| 4) | Preapplication Conference | No Charge |
| 5) | Preapplication Conference,
written summary of meeting | \$75 |

F. SPECIAL INSPECTIONS (AND PERMITS):

~~1) **Encroachment Permits** \$10~~

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

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

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

4) Building Official Inspections

Non-classified request	\$50
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Reinspection fee assessed under provisions of Section 305 G	\$30 each
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Additional Plan Review required by changes, additions or revisions to previously approved plans	\$30/hour (minimum charge of 1/2 hour)
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5) **Radon Testing.** The applicant for a building permit to construct a new single-family

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

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

7) **Energy Code Inspection.** Energy Code Inspection Fees shall be those as established in the Special Plans Examiner/Special Inspector Program, Policies and Procedure Handbook (April, 1994, Utility Code Group, Bellevue, WA).

G. ADVERTISING FEES:

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

H. COPY SERVICES

1)	Zoning Map/Comprehensive Plan	
	Land UseMap (24" x 36")	\$2.50 3.50
2)	Zoning Code	\$18.00 10.00
3)	Comprehensive Plan	\$15.00 16.00
4)	Shoreline Master Program	\$10.00 7.50
5)	Critical Areas Map (24"x36")	\$3.50
6)	Visually Sensitive Area (24"x36")	\$3.50

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
City Clerk

Filed with City Clerk: 1/19/95
Passed by City Council:1/23/95

C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 1/03/95

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 3/31/95

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	H
2 NASH TOWERS, INC.	NEVILLE'S SHORELINE 8827 N HARBORVIEW DR GIG HARBOR WA 98335 2168	351502	H

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on MARCH 31, 1995. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

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

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

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

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and MARCH 31, 1995, your office will be notified on an individual case basis.

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

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
P.O. BOX 145
GIG HARBOR

WA 983350145