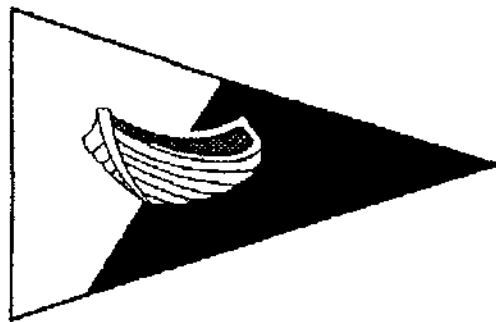


**GIG HARBOR  
CITY COUNCIL MEETING**



**FEBRUARY 13, 1995**

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



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**February 13, 1995 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**SPECIAL PRESENTATIONS:**

1. Captain Adams - Discovery Third Grade Class.
2. Puget Sound Regional Council - Update on Vision 2020.

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE:**

1. Rainier Cable Commission.

**OLD BUSINESS:**

1. Street Lighting Services - Peninsula Light Company.
2. Second Reading - Ordinance / Resolution Adopting Changes to Building Code Fee Schedule Resolution.

**NEW BUSINESS:**

1. Award of Contract for the North Harborview Drive / Harborview Drive Project.
2. Award Bid for Official Newspaper - Peninsula Gateway.
3. Request to Use City Park - Gig Harbor Little League.
4. Renewal of Legal Services - Ogden, Murphy & Wallace.
5. Amendment to Interlocal Agreement with Peninsula School District.
6. First Reading - Ordinance for Annexation 91-07 Wollochet Interchange.
7. Hearing Examiner Recommendation SDP 94-05 - Harborview Condo Marinas.
8. Liquor License Transfer - Gabe's Restaurant.
9. Liquor License Renewal - The Keeping Room.

**MAYOR'S REPORT:** Earthquake Preparedness.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

Gig Harbor Police Department - Chief Denny Richards.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

**APPROVAL OF PAYROLL:**

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

**ADJOURN:**



**REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 23, 1995**

**PRESENT:** Councilmembers Picinich, Ekberg, Stevens Taylor, and Platt. Councilmember Markovich acted as Mayor Pro Tem in Mayor Wilbert's absence.

**PUBLIC COMMENT / DISCUSSION:** None.

**CALL TO ORDER:** 7:02 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the January 9, 1995 meeting as presented. Picinich/Stevens Taylor - unanimously approved. Councilmember Platt abstained.

**COUNCIL COMMITTEE APPOINTMENTS:**

Mayor Pro Tem Markovich introduced the memo from Mayor Wilbert asking Councilmembers to serve on the Finance Committee, Public Works Committee and the Public Safety Committee for 1995. The Councilmembers who served on the 1994 Committees agreed to serve on the same committees in 1995. Councilman Platt agreed to serve as Mayor Pro Tem for 1995.

**MOTION:** Move to adopt the committee assignments as presented, and approve Councilman Platt to serve as Mayor Pro Tem for 1995. Picinich/Stevens Taylor - unanimously approved.

**CORRESPONDENCE:**

1. Office of Financial Management - Population Determinations. Mayor Pro Tem Markovich encouraged Councilmembers to review this letter in their packet.

**OLD BUSINESS:**

1. Second Reading - DOE Loan Ordinance. Tom Enlow presented the second reading of this ordinance to allow the city to comply with certain conditions before issuing additional parity debt.

**MOTION:** Move we adopt Ordinance #688. Picinich/Stevens Taylor - unanimously approved.

**NEW BUSINESS:**

1. Contract for Professional Services - Hearing Examiner. Mark Hoppen presented this contract from McConnell Burke for continuing service as Hearing Examiners. He explained that the only change in the contract was an hourly increase of \$5, bringing the total to \$90 an hour. Carol Morris suggested language changes to the contract.

**MOTION:** Move to approved the contract as presented with changes suggested by legal

counsel to the Termination Section to insert a 't' at the end of the word even to make it read 'event' and by adding "satisfactorily" before the word performance in the termination section.

Stevens Taylor/Ekberg - unanimously approved.

2. Street Lighting Services - Peninsula Light Company. Mark Hoppen presented this request by Peninsula Light to buy the city owned street lights located on their utility poles. Carol Morris stated the RCW and WAC that was quoted by Peninsula Light as the reason for needing to own all equipment located on their poles, didn't clearly explain the reasoning. Ben Yazici said that the statutes would require Peninsula Light to have a licensed electrician to service equipment not owned by the utility, and to avoid this requirement, Peninsula Light wanted to purchase the lights from the city.

Councilmembers asked that legal counsel review the RCWs and WACs and bring back this information to council before they make a decision to enter into an agreement with Peninsula Light Company to purchase the lights. This item will be brought back to council at the next meeting for review.

3. Short Plat Request - Al Stenger. Ben Yazici presented this request to deviate from the Public Standards for paving the street for a short plat on Woodworth Avenue. He explained that the design proposed by Mr. Stenger would protect the natural drainage swale and would be superior to the requirements of the Standards. Ben recommended a Council motion to waive the Public Works Standards for this project.

**MOTION:** Move we authorize the Public Works Director to waive the Public Works Standards for this project.

Platt/Picinich - unanimously approved.

4. Request to Install a Telecommunications Antennae on Water Tank. Ben Yazici introduced this request by the McKenzie Group to install telecommunications antennas on top of the water tank in Green Park. Ben added that the Group had agreed to pay \$750 a month to place the antennas. Mr. Frank Mandt, Site Acquisition Specialist for the McKenzie Group, answered council's questions regarding the equipment, and its compatibility with other companies that may wish to place equipment in the future.

Council instructed Ben to continue to investigate the options for a contract with the McKenzie Telecommunications Group to install the antennas on the water tank.

5. Replacement - Rushmore Well Pump. Ben asked for Council to authorize his department to replace the pump motor at the Rushmore Well. He stated that the approximate cost to replace the motor would be \$3,000, but if it were just a wiring problem, the cost would be much less.

**MOTION:** Move we authorize the Public Works Director to spend up to \$3,000 to complete the necessary repairs at the Rushmore Well.

Ekberg/Stevens Taylor - unanimously approved.

6. T.I.A. Grant for No. Harborview and Harborview Drive Projects. Ben Yazici explained that the request to receive matching funds for the North Harborview Drive and Harborview Drive projects had been approved, and asked for authorization for the Mayor to sign the grant documents.

**MOTION:** Move to authorize the Mayor to sign the TIB grant documents to receive \$194,468 in grant funds for the North Harborview Drive and Harborview Drive projects.

Picinich/Stevens Taylor - unanimously approved.

7. Alastra Lane PUD Proposal - David Fisher / Rush Construction. Steve Osguthorpe presented the Hearing Examiner's recommendations for this Planned Unit Development request to place 29 residential units on Alastra Court. Councilmembers voiced concerns about the density of the project and lack of parking.

**MOTION:** Move we refer this PUD back to the Hearing Examiner for further findings and reconsideration on the issues of density and parking.

Ekberg/Platt - unanimously approved.

8. First Reading - Ordinance Amendment to Building Code and Fee Schedule Resolution - Planning/Building. Ray Gilmore introduced this ordinance and resolution to amend the fee schedule for the Planning/Building Department. He explained the need for the adjustments and answered questions regarding the fees. This ordinance and corresponding resolution will return at the next council meeting with suggested changes in text.

9. Liquor License Renewals - Harbor Inn and Neville's Shoreline. No action taken.

**STAFF REPORT:**

Planning Department. Ray Gilmore passed out a draft of proposed changes to the sign code. He explained that the Planning Commission was holding a public hearing on Thursday and said he would present the Council with their recommendations after this hearing.

**ANNOUNCEMENT OF OTHER MEETINGS:** None.

**APPROVAL OF BILLS:**

**MOTION:** Move approval of warrants #13547 through #13598 in the amount of \$156,609.50.

Platt/Ekberg- unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to go into Executive Session at 8:13 p.m. for the purpose of litigation, negotiation, and property acquisition for approximately 30 minutes.  
Picinich/Ekberg - unanimously approved.

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

**MOTION:** Move to authorize up to \$200,000 for a Grant Application for submission to the County for TIB funding for the East/West Road.  
Ekberg/Picinich - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:45 p.m.  
Stevens Taylor/Platt - unanimously approved.

Cassette recorder utilized.  
Tape 376 Side B 019 - end.  
Tape 377 Side A 000 - end.  
Tape 377 Side B 000 - 191.

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Mayor

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City Administrator





# Rainier Cable Commission

## Members

- Bonney Lake
- Carbonado
- Fircrest
- Milton
- Orting
- Pierce County
- Puyallup
- Ruston
- Sumner
- Tacoma
- Wilkeson

P.O. Box 5305  
Tacoma, Washington  
98415-0305

(206)-591-6506  
FAX (206)-595-3882

RECEIVED

JAN 30 1995

CITY OF GIG HARBOR

January 26, 1995

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

Mr. Hoppen:

There are a number of developments in the telecommunications industry that make it even more important now that you once again consider becoming a member of the Rainier Cable Commission.

**1) Viacom has agreed to sell its cable system to InterMedia.** We believe this gives you the opportunity to at least modify your current franchise. The Rainier Cable Commission has expertise in cable franchise negotiation, and as a member that would be one of the services rendered to you. We have a good understanding of how changing technology is going to be affecting local governments and what language needs to be included in a modified franchise. We have just completed writing and negotiating a new franchise for Orting that addresses these questions and we are helping with the franchising process underway now in Tacoma and Ruston.

**2) Viacom is giving local governments an access channel.** It is important for local governments in Pierce County to have a unified voice in determining the availability and use of channel 28. In addition to your own possible desire for government programming, there are citizens throughout the county now who are advocating additional capacity for educational access and for public access. Viacom's decision to turn over one channel for these purposes is a beginning, but it leaves many unanswered questions. Chief among them is how your franchise should be changed to reflect the addition of an access channel.

**3) Local governments have a responsibility to regulate basic cable rates.** Member jurisdictions of the Rainier Cable Commission have issued rate orders that in most cases include some refund to cable subscribers in their jurisdictions. This was accomplished without additional cost to the jurisdictions, nor is any more anticipated as the regulation process continues. Deregulation is being discussed in Washington D.C., but early indications are that local governments will not soon lose the responsibility of rate regulation.

**4) Telephone companies could soon be competing for cable business.** If so, local jurisdictions may need regulations in place to protect their investment in public rights-of-ways. Rainier Cable Commission members are being advised on what needs to be done. We also believe local governments need to become active in the congressional debate over telecommunications legislation. When they do offer the same service, telephone companies should face the same requirements as cable operators, including franchise fees.

Whenever you would like to sit down with either of us to discuss the benefits of membership we would be most happy to do so. You are also welcome to attend the regular Rainier Cable Commission meetings held the third Wednesday of each month in the Tacoma City Council chambers, beginning at 6 p.m. Our next meeting will be held February 15, 1995.

Sincerely,



Marc Pease  
Administrator



Bill Oltman  
Coordinator

cc: Mayor Gretchen Wilbert



*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**

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.

#### **PREVIOUS COUNCIL DIRECTION**

Council asked Carol Morris to assess the legal basis for Peninsula Light's proposed purchase. The RCWs and WACs referenced were not cited as authority for the purchase, but rather as a history of the Peninsula Light proposal. Mr. Coffey is suggesting a way for the city to maintain its lighting budget for the year and to simplify Peninsula Light's billing procedures.

#### **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

RECEIVED

JAN 25 1995

CITY OF GIG HARBOR

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

Dear Mr. Mark Hoppen,

January 24, 1995

My reference to the RCW and WAC rules was a way of explaining how the subject of the City of Gig Harbor's Street Lights was brought out. The Washington State "Labor and Industries" interpretation of these rules required that: in order for a utility company to maintain Street Lights, the utility had to have exclusive control of such lighting. The interpretation required that we either own the lights or enter into a contract which provides the utility with exclusive control of such lights. Upon us looking into entering into contracts with the various organizations with which PLC maintains lighting systems, we discovered a wide variance in the charges. As was mentioned in our December letter, our intent is to simplify our procedures and equalize the charges to all lighting customers. In doing this I felt that it could put an undue hardship on your organization to make such an abrupt change. In order to start the system as soon as possible and still not affect your 1995 budget, I recommended the purchase in 1995 of your lights which will allow you to remain within your 1995 budget, and provide you with a fair market value for your investment of the fixtures.

  
Jay Coffey  
Engineering Manager



# 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: RAY GILMORE, PLANNING DIRECTOR**  
**DATE: FEBRUARY 9, 1995**  
**SUBJECT: AMENDMENTS TO FEE SCHEDULE -- SECOND READING OF  
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.

At the last meeting, Council requested a fee schedule for annexations which reflected the amount of time staff spent on an annexation as opposed to the current flat rate of \$250. Staff has responded with a sliding scale fee schedule based upon the total area of the territory proposed for annexation. This is a simplified and straightforward approach to a fee assessment for annexations. It does not include other relevant fees such as environmental review fees and the cost of advertising.

Also included is a proposed section on fee waivers and reimbursements. Currently, there is no policy in this area and the proposed Section I is a reasonable approach to take.

### **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 and the fee for a final plat is combined with "Summary Action". 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.

Annexation Petition - The flat fee is proposed to be replaced by a sliding scale based upon the size of the area to be annexed.

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.

Waivers and Reimbursements - A new section which establishes policy in dealing with request for fee waivers and reimbursements.

### **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.

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Gretchen A. Wilbert, Mayor

ATTEST:

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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**

<del>Preliminary Plat</del> Summary Action	<del>\$375</del>
<del>Final Plat</del>	<del>\$150</del>
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
<del>Variance with SDP</del>	<del>\$75</del>

Conditional Use (w/o SDP)	\$400
<del>Conditional Use with SDP</del>	<del>\$75</del>
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**

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

**13) Appeals to City Council**

<del>Appeal of Hearing Examiner Decision</del>	<del>\$100</del>
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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)**

<b>1) Checklist</b>	\$150
<b>2) Environmental Impact Statement</b>	
Prepared by Staff	\$1,000 + \$45/hour
Prepared by Private Party	\$250 + \$45/hour
<b>3) Appeals of Decisions</b>	
Conditioning/Denying of Permit	\$200
Administrators Final Determination (DNS or EIS)	\$150 + Hearing Examiners costs for review (Examiner costs waived for listed parties of record within 300 feet of project site).

<b>C. <u>ANNEXATION PETITION</u></b>	\$250
Less than 10 acres	\$200
10 - 50 acres	\$300
50 - 100 acres	\$400
100 + acres	\$500

<b>D. <u>UTILITY EXTENSION REQUEST</u></b>	\$100
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**E. REQUESTS FOR INFORMATION**

<b>1) Land-use information, verbal</b>	No Charge
<b>2) Land-use information, written response requested related to active permit</b>	No Charge



- 3) Land-use information, written response requested, file search required \$35 Cost of Copying Requested Documents
- 3) Preapplication Conference No Charge
- 4) 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

Reinspection fee assessed under provisions of Section 305 G \$30 each

Additional Plan Review required by changes, additions or revisions

to previously approved plans

\$30/hour (minimum charge of 1/2 hour)

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

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

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

**G. ADVERTISING FEES:**

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

**H. COPY SERVICES**

1)	Zoning Map/Comprehensive Plan	
	Land Use Map (24" x 36")	\$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

**I. Fee Waivers and Reimbursements**

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

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

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

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

APPROVED:

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Gretchen A. Wilbert, Mayor

ATTEST:

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Mark E. Hoppen, City Administrator  
City Clerk

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

TABLE NO. 3-A—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 \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,039.50 for the first \$500,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$3,539.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours . . . . .	\$30.00 per hour*
(minimum charge—two hours)	
2. Reinspection fees assessed under provisions of Section 305 (g) . . . . .	\$30.00 per hour*
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)	

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Table No. 3-A — PLUMBING PERMIT FEES****Permit Issuance**

1. For issuing each permit.....\$20.00
2. For issuing each supplemental permit.....\$10.00

**Unit Fee Schedule (in addition to Items 1 and 2 above)**

1. For each plumbing fixture on one trap or  
a set of fixtures on one trap (including water,  
drainage piping and backflow protection therefor).....\$7.00
2. For each building sewer and each trailer park sewer.....\$15.00
3. Rainwater systems – per drain (inside building).....\$7.00
4. For each cesspool (where permitted).....\$25.00
5. For each private sewage disposal system.....\$40.00
6. For each water heater and/or vent.....\$7.00
7. For each gas-piping system of one to five outlets.....\$5.00
8. For each additional gas piping system outlet, per outlet.....\$1.00
9. For each industrial waste pretreatment  
interceptor including its trap and vent, excepting  
kitchen-type grease interceptors functioning as fixture traps.....\$7.00
10. For each installation, alteration or repair of  
water piping and/or water treating equipment, each.....\$7.00
11. For each repair or alteration of  
drainage or vent piping, each fixture.....\$7.00
12. For each lawn sprinkler system on any one  
meter including backflow protection devices therefor.....\$7.00
13. For atmospheric-type vacuum  
breakers not included in item 12:
  - 1 to 5.....\$5.00
  - over 5, each.....\$1.00
14. For each backflow protective device  
other than atmospheric type vacuum breakers:
  - 2 inch diameter and smaller.....\$7.00
  - over 2 inch diameter.....\$15.00

**Other Inspections and Fees**

1. Inspections outside of normal business hours.....\$30.00\*
2. Reinspection fee.....\$30.00
3. Inspections for which no fee is specifically indicated.....\$30.00\*
4. Additional plan review required  
by changes, additions or revisions to  
approved plans, (minimum charge – one-half hour).....\$30.00\*

*\*Or the total hourly cost to the jurisdiction, whichever is greater.  
This cost shall include supervision, overhead, equipment, hourly  
wages and fringe benefits of all the employees involved.*

code and for which a permit is required until approved by the building official.

(b) **Temporary Connections.** The building official may authorize temporary connection of the mechanical equipment to the source of energy or fuel for the purpose of testing the equipment, or for use under a temporary certificate of occupancy.

**TABLE NO. 3-A—MECHANICAL PERMIT FEES**

**Permit Issuance**

- |  |         |
|--|---------|
| 1. For the issuance of each permit. . . . .      | \$15.00 |
| 2. For issuing each supplemental permit. . . . . | 4.50    |

**Unit Fee Schedule**

- |   |       |
|---|-------|
| 1. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h. . . . .  | 9.00  |
| 2. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h. . . . .  | 11.00 |
| 3. For the installation or relocation of each floor furnace, including vent . . . . .   | 9.00  |
| 4. For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater . . . . .   | 9.00  |
| 5. For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit . . . . .   | 4.50  |
| 6. For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this code . . . . . | 9.00  |
| 7. For the installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 Btu/h . . . . .  | 9.00  |
| 8. For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 Btu/h and including 500,000 Btu/h . . . . .   | 16.50 |
| 9. For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 Btu/h to and including 1,000,000 Btu/h . . . . .   | 22.50 |
| 10. For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h. . . . .   | 33.50 |
| 11. For the installation or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 Btu/h . . . . .  | 56.00 |
| 12. For each air-handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto . . . . .  | 6.50  |
| <b>Note:</b> This fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.   |       |
| 13. For each air-handling unit over 10,000 cfm . . . . .  | 11.00 |
| 14. For each evaporative cooler other than portable type . . . . .  | 6.50  |
| 15. For each ventilation fan connected to a single duct . . . . .   | 4.50  |

TABLE NO. 3-A—MECHANICAL PERMIT FEES—(Continued)

16.	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit . . . . .	6.50
17.	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood . . . . .	6.50
18.	For the installation or relocation of each domestic-type incinerator . . . . .	11.00
19.	For the installation or relocation of each commercial or industrial-type incinerator . . . . .	45.00
20.	For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code . . . .	6.50
21.	When Chapter 22 is applicable (see Section 103), permit fees for fuel-gas piping shall be as follows:	
	For each gas-piping system of one to four outlets . . . . .	3.00
	For each gas-piping system of five or more outlets, per outlet . . . . .	0.75
22.	When Chapter 24 is applicable (see Section 103), permit fees for process piping shall be as follows:	
	For each hazardous process piping system (HPP) of one to four outlets . . . .	5.00
	For each piping system of five or more outlets, per outlet . . . . .	1.00
	For each nonhazardous process piping system (NPP) of one to four outlets . . . .	2.00
	For each piping system of five or more outlets, per outlet . . . . .	0.50

**Other Inspections and Fees:**

1.	Inspections outside of normal business hours . . . . .	\$30.00 per hour*
	(minimum charge—two hours)	
2.	Reinspection fees assessed under provisions of Section 305 (g) . . . . .	\$30.00 per hour*
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)	

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.







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: NORTH HARBORVIEW DRIVE AND HARBORVIEW DRIVE**  
**CONTRACT AWARD**  
**DATE: FEBRUARY 3, 1995**

### INTRODUCTION

The bid opening for the North Harborview Drive and Harborview Drive projects was held at City Hall on January 25, 1995. The lowest bidder was Northwest Cascade Inc. with a bid amount of \$1,454,365.26. We are recommending the awarding of this contract to Northwest Cascade Inc.

### BACKGROUND/ISSUES

The proposed projects consist of following:

**1) Schedule 1, North Harborview Drive:** Removal and replacement of the existing pavement, construction of underground utility trenches, two travel lanes (one in each direction), two bicycle lanes, storm drainage improvements, curb, gutter, and sidewalk construction on both sides of the street and pavement marking improvements. The project limit is between Vernhardson Street and Harborview Drive.

**2) Schedule 2, North Harborview Drive Water Line:** This portion of the project consists of the installation of new Ductile Iron water pipe from Vernhardson Street to Harborview Drive. The existing Asbestos Concrete pipe is approximately 60 years old. We do not think that it will be able to resist the heavy construction activity on the roadway. We simply do not want to repair broken water pipe after the new pavement installation. This is why this pipe is being replaced.

**3) Schedule 3, Harborview Drive:** Spot repair of the existing pavement, installation of fabric at failed pavement locations and overlay of the street from Dorotich Avenue to North Harborview Drive.

**4) Schedule 4, Maintenance Bond:** City Ordinance #588 requires every contractor to submit a Maintenance Bond for public works construction. Federal grants do not pay for the cost of the bond. We had to separate this item as a different bid schedule and pay for it strictly with City funds.

We received a total of nine bids for all schedules. The following is a summary of the three lowest bidders name and their respective bids:

1) Northwest Cascade Inc.	\$1,454,365.26
2) Scoccolo Construction, Inc.	\$1,484,531.07
3) Active Construction, Inc.	\$1,529,984.76

**Mayor Wilbert and City Council Members**  
**North Harborview Drive and Harborview Drive Contract Award**  
**PAGE 2**

The low bidder for the project is Northwest Cascade Inc. with \$ 1, 454,365.26 bid amount. This bid amount is approximately \$200,000 more than the Engineers Estimate. The Engineers Estimate for the project was \$1,300,000.

We advertised and received bids at the best time of the year that is possible, January, when almost every contractor is looking for work to keep his/her equipment and manpower busy. Perhaps, we were too optimistic in our estimate and underestimated the biggest challenge of the project to complete the construction activity under 12,000 to 16,000 daily traffic.

We received nine bids. The three lowest bidders differ from each other within \$75,000 or within 5% of the lowest bid amount. Therefore, we believe the lowest bid is legitimate and responsive. If the situation was such that there was a drastic spread within the first three lowest bidders or if we only received two or three bids, we would then recommend that we not award the contract and perhaps readvertise it.

**POLICY ISSUES**

The local business community requested us at a number of occasions during the public meeting processes, that we make sure to complete our construction activity before June 1995 to minimize any business losses due to the construction. We advertised the project to be completed within 100 days. During the bid process, we have heard a number of complaints from the plan holders that there was not sufficient time to build the project. We had to make a decision to either extend the time from 100 days to the requested 140 days or take a risk of receiving higher bids. If the contractor believes that he/she will not be able complete the job in the specified contract time, he/she will then readjust the bid to reflect any liquidated damages cost for the delays. Staying consistent with this theory, we then decided to increase the completion time to 140 days. An addendum was sent to contractors to notify this change before the bid opening.

In order to honor the commitment that we made to complete the construction before June, we then separated the project into two phases. Phase One begins from Dorotich Street on Harborview Drive and ends on Peacock Hill Avenue on North Harborview Drive. We told the plan holders that this phase will be completed within 90 days and the remaining portion of the project from Peacock Hill Avenue to Vernhardson Street will be completed within the next 50 days.

If the contractor starts work on the project on March 1, 1995, he/she should complete the commercial portion of the project within the 90 day time frame, by June, 1995.

The Utility companies, Washington Natural Gas, Peninsula Light Company, PTI Telephone and Viacom Cable are ready and scheduled to begin work with us on this project for the undergrounding of the utility lines and relocating some of the underground gas lines.

**Mayor Wilbert and City Council Members  
North Harborview Drive and Harborview Drive Contract Award  
PAGE 3**

If you choose to award this project to lowest bidder, we will then start the construction of this project immediately. We will come before the City Council at the next meeting to award the professional services contract to Inca Engineers to do the construction surveying, review of submittals and material testing services for the project. When we build projects that are strictly funded with City funds, we would assign part of these tasks to the initial part of the professional services contract, executed with the engineering firm or make them a part of the contractor's total bid. Because there is federal money involved in this project, we were required to do certain things differently than we normally do. For example, we have always made it the contractor's responsibility in previous projects to do the testing services. Therefore, we are required to separate this activity from the construction bid package.

**FISCAL IMPACT**

We need approximately an additional \$225,000 above and beyond what is available from the combined state and federal funds and our \$230,000 budgeted amount in the 1995 budget. We currently have approximately \$1,000,000 available in our capital reserve accounts to pay for this difference.

If for any reason the Council chooses not to award this contract at this time for any reason, the following options are available:

- 1) Readvertise the project in its entirety and hope to receive a lower bid next time around.
- 2) Postpone the project until next year and do it when we budget additional funds.
- 3) Rescope the project by perhaps deleting a portion of it and readvertise it with the hope that we receive a lower bid.
- 4) Expand the project scope by adding more to it and readvertise it with the hope that we receive a better bid.

We will not recommend any of the above options for the following reasons. We recommend the contract award because we fully believe that we received the best bids possible. Most contractors are looking for work at this time of the year. Receiving nine bids is a good indication of this belief. This is an excellent bidding environment and we should take advantage of.

We do not believe that rebidding the project at this time is in the best interest of the City. Assumably, all bidders did their best to prepare a responsive bid at a reasonable cost. If we readvertise the project immediately without changing the scope of work significantly, we are just simply asking contractors to resubmit their bids below \$1,454,365.26. With this scenario, there are two possible outcomes. One, the contractors will look for possible ways to identify future construction change order options, submit lower bids and try to capitalize on the change orders after

**Mayor Wilbert and City Council Members**  
**North Harborview Drive and Harborview Drive Contract Award**  
**PAGE 4**

the project award. This can turn out to be a "dog fight" with potential cost overruns and delays to the project. Two, the contractors will try to "cut corners" to submit lower bids. This has a tremendous potential for poor construction quality, cost overruns and delays.

The rebidding the project after a significant change of the scope of the project is always an option, but we do not think this option is practical to us. If we want to add to the project, the only area that we can think of adding is the Vernhardson Street project, which we budgeted for \$50,000. This addition by itself represents less than 4% of the lowest bid amount and we do not believe that it is a significant enough change in the scope of the project to produce a change on the bid results.

Deleting a portion of the scope of work from the project is always an option to us. Instead of building the North Harborview Drive from Harborview Drive to Vernhardson, build it from Harborview Drive to Peacock Hill Avenue. This option will require us to reorganize the grant to ensure that we maintain the same amount of the grant with a decreased scope, which we think that we will be able to do. The biggest drawback of this option is the roadway section between Peacock Hill Avenue and Vernhardson Street will not be done now and it will be cost more to do it in the future by itself.

Changing the scope of the project requires additional cost of professional services for either deleting certain quantities, plan sheets and specifications or adding more of those to the existing bidding documents.

Most of the money for these projects are coming from federal and state grant sources. The amount of funding coming from these grant sources will remain the same if we build it now or later. However, the construction costs will increase, consistent with inflation, if we build the projects next year.

Regardless of when we build these projects, the amount of short comings will be financed through our capital reserve account. Had we known the construction cost was going to require us to budget an additional \$225,000 for these projects, we probably would have budgeted for these additional amounts from the capital reserve accounts.

We firmly believe that the bids that we have received are reasonable and responsive, we have the funds available to complete the project now, and we should proceed with the award of the contract.

**RECOMMENDATION**

We recommend a Council motion to award the North Harborview Drive and Harborview Drive project contracts to Northwest Cascade Inc. for \$1,454,365.26 and authorize the staff to make the necessary transfers of \$225,000 from the reserve accounts to pay for the difference of the budget figures and the award amount.

**BID OPENING**

Wednesday, January 25, 1995

2:00 p.m.

**North Harborview Drive Roadway Improvements  
and Harborview Drive Overlay Projects**

BIDDER	P R O P	B O N D	Bid Det. Form	Equip. Manpower Sched.	SUB LIST	Disad. Bus. Util. Cert.	Fed- Aid Cont. Cert.	Non- Coll. Declar- ation	Fed- Aid Prop Notice	S C H 1	S C H 2	S C H 3	S C H 4	TOTAL BID AMOUNT
Pape's Sons, Inc	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,375,408.35	223,138.24	154,144.00	4,500.00	1,757,190.59
Harlow Construction Co.	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,515,083.20	223,839.15	172,921.50	5,000.00	1,916,794.55
Tucci's Sons, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,319,738.60	222,069.19	139,306.50	3,100.00	1,684,214.29
Seccolo Construction, Inc	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,210,041.26	151,798.23	135,208.30	600.00	1,484,531.07
Volker Stevin Pacific Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,277,207.85	179,826.57	186,164.00	700.00	1,643,897.57
Northwest Cascade Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,150,117.45	158,786.16	142,381.65	3,080.00	1,454,365.26
Woodworth's Company	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,435,693.00	153,285.37	138,498.50	500.00	1,727,929.87
Hilltop Construction Co.	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,327,694.20	207,333.63	161,545.00	37,500.00	1,734,073.33
Active Construction, Inc	✓	✓	✓	✓	✓	✓	✓	✓	✓	1,253,735.75	141,580.50	132,159.76	2,568.75	1,529,984.76

Participants to Bid Opening: Ben Yazici, Mark Hopper, Dave Broeton, Maureen Whitaker

PROPOSAL

Bidder NORTHWEST CASCADE INC.

Date 25 JAN 95

Honorable Mayor and Council  
City of Gig Harbor  
Gig Harbor, Washington 98335

Gentlemen:

Pursuant to and in compliance with your invitation for bids for construction of the North Harborview Drive, Harborview Drive to Vernhardson Street and the overlay of Harborview Drive for Dorotich Street to North Harborview Drive, Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the drawings and specifications as well as the premises and conditions affecting the work and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements, in strict accordance with the contract documents, specifications, and drawings, for the amount shown:

ONE MILLION, FOUR HUNDRED FIFTY FIVE THOUSAND  
THREE HUNDRED SIXTY FIVE DOLLARS  
AND TWENTY SIX CENTS  
TOTAL 1,454,365<sup>26</sup> Dollars \$ 1,454,365<sup>26</sup>  
SAB

If the undersigned is notified of the acceptance of this proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work bid, in the form of the contract bound in these specifications, and to provide a surety bond as required by the specifications.

The undersigned further agrees that the proposal guarantee accompanying this proposal be left in escrow with the Owner; the liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named contract and surety bond, for any or all units of this proposal accepted by the Owner, will be equal to five percent (5%) of the amount bid for such unit or units, and that if the undersigned defaults in executing that contract and in furnishing the surety bond within ten (10) days of written notice of the award of the contract to him, then the bid guarantee refund that portion in excess of the liquidated damages. If, however, this proposal or any part thereof is not accepted within thirty (30) days of the times set for the opening of the bids, or if the undersigned executes and delivers said contract and surety bond, the bid guarantee shall be returned to him.

The party by whom this proposal is submitted and by whom the contract will be entered into, in case the award is made to him, is

NORTHWEST CASCADE INC.  
Firm Name

Corporation/Partnership/Individual  
(Delete Two)

doing business at PO BOX 73399 Puyallup WA 98373  
Address City, State Zip

which is the address to which all communications concerned with this proposal and contract should be sent.

The name of the president, treasurer and manager of the bidding corporation, or the names of all persons and parties interested in this proposal as partners or principals are as follows:

Name	Address
<u>MARK R. PERRY - PRESIDENT</u>	<u>12724 94TH AVE CT E. Puyallup WA 98373</u>
<u>STEPHEN R. BARGE - VICE PRESIDENT</u>	<u>2704 GREGG RD. TACOMA WA 98404</u>
<u>WILLIAM B. WINARD - SECY. TREASURER</u>	<u>14305 76TH AVE E. Puyallup WA 98373</u>

Accompanying this proposal is a certified check, cashier's check, bid bond, or cash in the amount of 5% OF TOTAL - ATTACHED ( ); which amount is not less than five percent (5%) of the total base bid.

NORTHWEST CASCADE INC  
Legal Name of Person, Firm or Corporation

WASHINGTON  
State of Incorporation, if a Corp.

Stephen R. Barge  
Signature of Partner or Officer of Corporation

Vice President  
Title of Person signing

PROPOSAL SIGNATURE SHEET

PROJECT: North Harborview Drive Roadway Improvements  
and  
Harborview Drive Overlay

25 JANUARY  
(Date)

19 95

NORTHWEST CASCADE INC  
(Bidder)

By: Stephen R. Boyer  
(Authorized Official)

Street PO Box 73399

City Puyallup, WA

Zip Code 98373

Receipt of Addenda numbered 1, 2, - and - is hereby acknowledged.

- Note:
- (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
  - (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
  - (3) If no bid is submitted, kindly mark "NO BID" and return to City Clerk, 3105 Judson Street, P.O. Box 145, Gig Harbor, Washington 98335.



**THIS PROPOSAL IS NOT TO BE REMOVED HEREFROM - THE WHOLE SPECIFICATION IS PART OF THE PROPOSAL**

- NOTES: 1. Unit prices for all items, all extensions, lump sum prices, and the total amount of bid must be shown.
2. All items called out or specified in the Special Provisions, without a separate bid item shall be considered incidental and included with the unit bid prices in
3. The City reserves the right to delete any and all bid items from any schedule.

**BID SCHEDULE 1  
NORTH HARBORVIEW DRIVE ROADWAY IMPROVEMENTS**

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	MOBILIZATION SP 1-09.7	1	L.S.	45,700 <sup>00</sup>	45,700 <sup>00</sup>
2.	TRAINING SP 1.07.11	225	HR.	2 <sup>00</sup>	450 <sup>00</sup>
3.	SURVEYING SP 1-05.19 <i>Deleted</i>	1	F.A.	<del>30,000.00</del> -0-	<del>\$30,000.00</del> -0-
4.	TEMPORARY EROSION AND WATER POLLUTION CONTROL SP 1-07.15	1	<del>L.S.</del> FA	10,000 <sup>00</sup>	10,000 <sup>00</sup>
5.	TRAFFIC CONTROL LABOR SP 1-07.15	2000	HR.	25 <sup>00</sup>	50,000 <sup>00</sup>
6.	CLEARING & GRUBBING SP 2-01.5	1.6	ACRE	11,400 <sup>00</sup>	18,240 <sup>00</sup>
7.	REMOVING CEMENT CONCRETE SIDEWALK SP 2-02	1218	S.Y.	3 <sup>75</sup>	4,567 <sup>50</sup>
8.	REMOVING CEMENT CONCRETE CURB SP 2-02	2268	L.F.	1 <sup>25</sup>	2,835 <sup>00</sup>
9.	REMOVING ASPHALT CONCRETE PAVEMENT SP 2-02	16243	S.Y.	.90	14,618 <sup>70</sup>
10.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS SP 2-02	1	L.S.	2,150 <sup>00</sup>	2,150 <sup>00</sup>

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Bid Schedule 1, Continued

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
11.	CONCRETE SAWCUT SP 2-02.4	1544	L.F.	2 <sup>75</sup>	4,246 <sup>00</sup>
12.	ROADWAY EXCAVATION INCLUDING HAUL SP 2-03.5	7000	C.Y.	8 <sup>00</sup>	56,000 <sup>00</sup>
13.	GRAVEL BORROW INCLUDING HAUL SP 2-03.5	2500	TON	10 <sup>00</sup>	25,000 <sup>00</sup>
14.	SHORING OR EXTRA EXCAVATION CLASS A SP 2-09	1	L.S.	11,400 <sup>00</sup>	11,400 <sup>00</sup>
15.	SHORING OR EXTRA EXCAVATION CLASS B SP-209	20,000	S.F.	.50	10,000 <sup>00</sup>
16.	UTILITY TRENCH EXCAVATION AND BACKFILL SP 2-12	6100	L.F.	4 <sup>50</sup>	27,450 <sup>00</sup>
17.	CRUSHED SURFACING TOP COURSE SP 4-04	5800	TON	2 <sup>25</sup>	13,050 <sup>00</sup>
18.	ASPHALT TREATED BASE SP 4-06	2300	TON	41 <sup>00</sup>	94,300 <sup>00</sup>
19.	ASPHALT CONCRETE CLASS B SP 5-04	2800	TON	32 <sup>25</sup>	90,300 <sup>00</sup>
20.	ASPHALT CONCRETE PAVEMENT FOR DRIVEWAYS SP 5-04	250	TON	90 <sup>00</sup>	22,500 <sup>00</sup>
21.	CEMENT CONCRETE DRIVEWAY 3-DAY SP 5-05	1100	S.Y.	24 <sup>00</sup>	26,400 <sup>00</sup>
22.	TEMPORARY CONCRETE BARRIER SP 6-10	100	L.F.	13 <sup>00</sup>	1,300 <sup>00</sup>
23.	REMOVE AND RESET BARRIER SP 6-10	300	L.F.	11 <sup>00</sup>	3,300 <sup>00</sup>
24.	ROCK WALL SP 6-12	10,600	S.F.	8 <sup>75</sup>	92,750 <sup>00</sup>
25.	CONCRETE CRIB WALL SP 6-14	880	S.F.	26 <sup>50</sup>	23,320 <sup>00</sup>

Bid Schedule 1, Continued

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
26.	SIDEWALK AND RETAINING WALL MODIFICATIONS SP 6-15	1	L.S.	32,900 <sup>00</sup>	32,900 <sup>00</sup>
27.	WOOD RAILING SP 6-16	1064	L.F.	11 <sup>75</sup>	12,502 <sup>00</sup>
28.	4-INCH DIA. DRAIN PIPE SP 7-01.5	340	L.F.	6 <sup>00</sup>	2,040 <sup>00</sup>
29.	6-INCH DIA. DRAIN PIPE SP 7-01.6	37	L.F.	7 <sup>25</sup>	268 <sup>25</sup>
30.	8-INCH DIA. DUCTILE IRON STORM PIPE SP 7-04.5	196	L.F.	65 <sup>50</sup>	12,838 <sup>00</sup>
31.	12-INCH DIA. STORM PIPE SP 7-04.5	2447	L.F.	23 <sup>00</sup>	56,281 <sup>00</sup>
32.	18-INCH DIA. STORM PIPE SP 7-04.5	1431	L.F.	23 <sup>50</sup>	33,628 <sup>50</sup>
33.	24-INCH DIA. STORM PIPE SP 7-04.5	44	L.F.	82 <sup>00</sup>	3,608 <sup>00</sup>
34.	CONCRETE INLET SP 7-05	2	EA.	460 <sup>00</sup>	920 <sup>00</sup>
35.	CATCH BASIN, TYPE 1 SP 7-05	24	EA.	570 <sup>00</sup>	13,680 <sup>00</sup>
36.	CATCH BASIN, TYPE 1L SP 7-05	12	EA.	665 <sup>00</sup>	7,980 <sup>00</sup>
37.	CATCH BASIN, TYPE 2 48" INCH SP 7-05	18	EA.	1,510 <sup>00</sup>	27,180 <sup>00</sup>
38.	ADJUST CATCH BASIN SP 7-05	3	EA.	260 <sup>00</sup>	780 <sup>00</sup>
39.	ADJUST WATER VALVE BOX SP 7-05	1	EA.	175 <sup>00</sup>	175 <sup>00</sup>
40.	ADJUST SANITARY SEWER MANHOLE SP 7-05	18	EA.	285 <sup>00</sup>	5,130 <sup>00</sup>

Bid Schedule 1, Continued

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
41.	RELOCATE WATER METER AND BOX SP 7-05	1	EA.	210 <sup>00</sup>	210 <sup>00</sup>
42.	SLIPLINE EXISTING 18" OUTFALL SP 7-08	83	L.F.	135 <sup>00</sup>	11,205 <sup>00</sup>
43.	BANKRUN GRAVEL FOR TRENCH BACKFILL SP 7-10	8000	TON	8 <sup>40</sup>	67,200 <sup>00</sup>
44.	TOPSOIL SP 8-01	500	C.Y.	31 <sup>00</sup>	15,500 <sup>00</sup>
45.	HYDROSEED SP 8-01	1	ACRE	1100 <sup>00</sup> MS <del>990<sup>00</sup></del>	1,100 <sup>00</sup> MS <del>990<sup>00</sup></del>
46.	LANDSCAPE RESTORATION SP 8-02	1	F.A.	10,000.00	\$10,000.00
47.	ACER SACHARUM LEGACY (LEGACY MAPLE) 2" CALIPER SP 8-02	34	EA.	500 <sup>00</sup> MS <del>870<sup>00</sup></del>	17,000 <sup>00</sup> MS <del>29,580<sup>00</sup></del>
48.	CISTUS PURPUREUS (ORCHID ROCKROSE) SP 8-02	200	EA.	15 <sup>00</sup> MS <del>8<sup>00</sup></del>	3,000 <sup>00</sup> MS <del>1,600<sup>00</sup></del>
49.	PRUNUS LUSITANICA (PORTUGAL LAUREL) SP 8-02	15	EA.	26 <sup>00</sup>	390 <sup>00</sup>
50.	CEMENT CONCRETE CURB AND GUTTER SP 8-04	8280	L.F.	6 <sup>50</sup>	53,820 <sup>00</sup>
51.	EXTRUDED CEMENT CONCRETE CURB SP 8-04	145	L.F.	4 <sup>60</sup>	667 <sup>00</sup>
52.	MONUMENT CASE AND COVER SP 8-13	7	EA.	165 <sup>00</sup>	1,155 <sup>00</sup>
53.	CEMENT CONCRETE SIDEWALK SP 8-14	4268	S.Y.	20 <sup>00</sup>	85,360 <sup>00</sup>
54.	CONSTRUCT MAILBOX STAND SP 8-18	14	EA.	130 <sup>00</sup>	1,820 <sup>00</sup>
55.	PERMANENT SIGNING SP 8-21	1	L.S.	5,575 <sup>00</sup>	5,575 <sup>00</sup>

Bid Schedule 1, Continued

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
56.	CANTILEVER SIGN SP 8-21	1	EA.	8,800 <sup>00</sup>	8,800 <sup>00</sup>
57.	PAINT STRIPE SP 8-22	15000	L.F.	.10	1,500 <sup>00</sup>
58.	PLASTIC CROSSWALK STRIPE SP 8-22	600	L.F.	5 <sup>00</sup>	3,000 <sup>00</sup>
59.	PLASTIC STOP BAR SP 8-22	200	L.F.	7 <sup>70</sup>	1,540 <sup>00</sup>
60.	PLASTIC TRAFFIC ARROW SP 8-22	2	EA.	154 <sup>00</sup>	308 <sup>00</sup>
61.	LANE MARKER TYPE 1 SP 8-22	30	EA.	3 <sup>25</sup>	97 <sup>50</sup>
62.	LANE MARKER TYPE 2 SP 8-22	200	EA.	3 <sup>25</sup>	650 <sup>00</sup>
63.	PAINTED BIKE LANE SYMBOL SP 8-22	18	EA.	24 <sup>00</sup>	432 <sup>00</sup>

TOTAL BID AMOUNT BID SCHEDULE 1

\$1,150,117<sup>45</sup>

**BID SCHEDULE 2  
WATER LINE WORK**

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	BANK RUN GRAVEL FOR TRENCH BACKFILL SP 7-10	2500	TON	8 <sup>40</sup> / <sub>1</sub>	21,000 <sup>00</sup>
2.	6-INCH DUCTILE IRON WATER MAIN SP 7-11	611	L.F.	26 <sup>00</sup>	15,886 <sup>00</sup>
3.	8-INCH DUCTILE IRON WATER MAIN SP 7-11	3708	L.F.	17 <sup>00</sup>	63,036 <sup>00</sup>
4.	BLOW OFF ASSEMBLY 2-INCH SP 7-11	1	EA.	820 <sup>00</sup>	820 <sup>00</sup>
5.	6-INCH GATE VALVE SP 7-12	3	EA.	435 <sup>00</sup>	1,305 <sup>00</sup>
6.	8-INCH GATE VALVE SP 7-12	16	EA.	550 <sup>00</sup>	8,800 <sup>00</sup>
7.	10-INCH GATE VALVE SP 7-12	1	EA.	750 <sup>00</sup>	750 <sup>00</sup>
8.	COMBINATION AIR RELEASE/ AIR VACUUM VALVE ASSEMBLY SP 7-12	1	EA.	2,300 <sup>00</sup>	2,300 <sup>00</sup>
9.	HYDRANT ASSEMBLY SP 7-14	3	EA.	1,900 <sup>00</sup>	5,700 <sup>00</sup>
10.	MOVING EXISTING HYDRANT SP 7-14	9	EA.	1,200 <sup>00</sup>	10,800 <sup>00</sup>
11.	RECONNECT WATER SERVICE SP 7-15	52	EA.	325 <sup>00</sup>	16,900 <sup>00</sup>

Subtotal Bid Schedule 2

\$ 147,797<sup>00</sup>

Sales Tax at 7.8%

\$ 11,489<sup>16</sup>

TOTAL BID AMOUNT BID SCHEDULE 2

\$ 158,786<sup>16</sup>

BID SCHEDULE 3  
HARBORVIEW DRIVE OVERLAY

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	MOBILIZATION SP 1-09.7	1	L.S.	2,000 <sup>00</sup>	2,000 <sup>00</sup>
2.	TRAINING SP 1.07.11	25	HR.	2 <sup>00</sup>	50 <sup>00</sup>
3.	REMOVING CEMENT CONCRETE SIDEWALK SP 2-02	50	S.Y.	3 <sup>75</sup>	187 <sup>50</sup>
4.	REMOVING CEMENT CONCRETE CURB SP 2-02	75	L.F.	1 <sup>25</sup>	93 <sup>75</sup>
5.	CONCRETE SAWCUT SP 2-02.4	80	L.F.	2 <sup>75</sup>	220 <sup>00</sup>
6.	GRAVEL BORROW SP 2-03	100	TON	10 <sup>00</sup>	1,000 <sup>00</sup>
7.	ASPHALT CONCRETE PAVEMENT CLASS B SP 5-04	2200	TON	32 <sup>50</sup>	71,500 <sup>00</sup>
8.	PLANING BITUMINOUS PAVEMENT SP 5-04	7500	S.Y.	1 <sup>80</sup>	13,500 <sup>00</sup>
9.	FABRIC SP 5-04	2250	S.Y.	1 <sup>80</sup>	4,050 <sup>00</sup>
10.	PAVEMENT REPAIR SP 5-04	420	S.Y.	25 <sup>00</sup>	10,500 <sup>00</sup>
11.	CRACK SEALING SP 5-04	5000	L.F.	4 <sup>00</sup>	20,000 <sup>00</sup>
12.	ADJUST CATCH BASIN SP 7-05	13	EA.	260 <sup>00</sup>	3,380 <sup>00</sup>
13.	ADJUST WATER VALVE BOX SP 7-05	22	EA.	175 <sup>00</sup>	3,850 <sup>00</sup>
14.	ADJUST SANITARY SEWER MANHOLE SP 7-05	15	EA.	285 <sup>00</sup>	4,275 <sup>00</sup>

DEPOSIT FOR BID BOND FORM-DEPOSIT STATEMENT

Herewith find deposit in the form of certified check, cashier's check or cash in the amount of \$ 5%, which amount is not less than five percent of the total bid.

SIGN HERE Stephen R. Baizer

KNOW ALL MEN BY THESE PRESENTS:

That we, Northwest Cascade, Inc. as Principal, and Reliance Insurance Company, as Surety, are held firmly bound unto the City of Gig Harbor, Washington, as Obligee, in the penal sum of Five Percent (5%) of Total Amount Bid Dollars, for the payment of which the successors and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for North Harborview Drive Roadway Improvements and Harborview Drive Overlay Project #STP-UL3327(001), STP-UL-3327(002)

\_\_\_\_\_, Washington according to the terms of the proposal or bids made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids. Then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 25th DAY OF January, 1995.

Northwest Cascade, Inc.  
By: Stephen R. Baizer  
Principal  
Reliance Insurance Company  
Karen Swanson  
Surety Karen Swanson, Attorney-in-Fact

\_\_\_\_\_, 19\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_



ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Jack P. Sutton, Randolph J. Carr, Robert E. Heilesen, Delene M. Losch, Karen Swanson, Marie Turner, Stephen Feltus, Patti D. Sutton, of Tacoma, Washington their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this October 14, 1994.

RELIANCE SURETY COMPANY  
RELIANCE INSURANCE COMPANY  
UNITED PACIFIC INSURANCE COMPANY  
RELIANCE NATIONAL INDEMNITY COMPANY



*[Handwritten signature]*

STATE OF Washington )  
COUNTY OF King ) ss.

On this, October 14, 1994, before me, Janet Blankley, personally appeared Lawrence W. Carlstrom, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.



*[Handwritten signature: Janet D. Blankley]*  
Notary Public in and for the State of Washington  
Residing at Puyallup

J. Robyn Layng, Assistant Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of January 19 95.



*[Handwritten signature]*  
Assistant Secretary

Bid Schedule 3, Continued

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
15.	CEMENT CONCRETE CURB AND GUTTER SP 8-04	75	EA.	13 <sup>00</sup>	975 <sup>00</sup>
16.	MONUMENT CASE AND COVER SP 8-13	10	EA	165 <sup>00</sup>	1,650 <sup>00</sup>
17.	CEMENT CONCRETE SIDEWALK SP 8-14	50	S.Y.	24 <sup>00</sup>	1,200 <sup>00</sup>
18.	LANE MARKER TYPE 2 SP 8-22	120	EA.	3 <sup>30</sup>	396 <sup>00</sup>
19.	PLASTIC TRAFFIC ARROW SP 8-22	3	EA.	154 <sup>00</sup>	462 <sup>00</sup>
20.	PLASTIC STOP BAR SP 8-22	12	L.F.	7 <sup>70</sup>	92 <sup>40</sup>
21.	PLASTIC CROSSWALK STRIPE SP 8-22	310	L.F.	5 <sup>00</sup>	1,550 <sup>00</sup>
22.	PAINT STRIPE SP 8-22	14,500	L.F.	.10	1,450 <sup>00</sup>

TOTAL BID AMOUNT BID SCHEDULE 3

\$ 142,381<sup>65</sup>

BID SCHEDULE 4  
(Non-participating 100% Agency Funds)  
MAINTENANCE BOND

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	MAINTENANCE BOND SP 1-07.13	1	L.S.	3,080 <sup>00</sup>	3,080 <sup>00</sup>

TOTAL BID AMOUNT BID SCHEDULE 4

\$ 3,080<sup>00</sup>

The Contractor is advised that the Council of the City of Gig Harbor reserves the right to award the contract to the lowest and/or best responsible bidder. The projects lowest bid will be determined by the addition of any combination of Bid Schedules 1 through 3. The Contractor shall bid on all schedules.

BID SCHEDULE 1 NORTH HARBORVIEW DRIVE	\$ <u>1,150,117<sup>45</sup></u>
BID SCHEDULE 2 WATER LINE WORK (INCLUDING TAX)	\$ <u>158,786<sup>16</sup></u>
BID SCHEDULE 3 HARBORVIEW DRIVE OVERLAY	\$ <u>142,331<sup>65</sup></u>
BID SCHEDULE 4 MAINTENANCE BOND	\$ <u>3,080<sup>00</sup></u>
TOTAL AMOUNT	\$ <u>1,454,365<sup>26</sup></u>



*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: DESIGNATION OF OFFICIAL NEWSPAPER**  
**DATE: FEBRUARY 8, 1995**

**INFORMATION/BACKGROUND**

Chapter 1.20.010 of the City of Gig Harbor Municipal Code establishes the Peninsula Gateway as the official city newspaper and indicates that this designation shall continue until a different newspaper is designated pursuant to Section 1.20.020. Section 1.20.020 asks the clerk (city administrator) to call for annual bids for the official newspaper. The bid must set forth the costs per word and be of general circulation in the town.

**RECOMMENDATION**

The city has posted notice for bids and has received a suitable bid from the Peninsula Gateway. No other bids were submitted. Staff recommends that the Peninsula Gateway be approved as the official newspaper for the City of Gig Harbor.



# THE PENINSULA Gateway

P.O. Box 407  
7521 Pioneer Way  
Gig Harbor, WA 98335

THE NEWSPAPER SERVING GIG HARBOR AND THE PENINSULA AREA

Gig Harbor • 851-9921

Tacoma • 272-1842

Fax • 851-3939

Mark Hoppen  
City Administrator  
P.O. Box 145  
Gig Harbor Wa 98335

Jan 23, 1995

Dear Mr Hoppen,

This letter is the bid by The Peninsula Gateway, Inc to continue as the "official newspaper" for the City of Gig Harbor.

The current rate is 42 cents per line per agate inch. There are 14 agate lines per inch which computes to a rate of \$5.88 per column inch.

Rate 42 cents per line per agate inch

Type size: 8 point

Column width: 2 inches

The Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,000 households receive The Gateway each week through the U.S. Postal Service and newstand outlets. The Gateway holds a second class mailing permit from the U.S. Postal Service.

The Peninsula Gateway, Inc is a business located inside the city limits of Gig Harbor. We employ more than 35 full time and part-time employees and are fully self-contained including a 6 unit web press which prints the newspaper.

The advertising representative for the city will be either Donna Natucci or publisher Tom Taylor.

Sincerely,

Tom C. Taylor  
Publisher

TCT/dln

## ADVERTISEMENT FOR BIDS

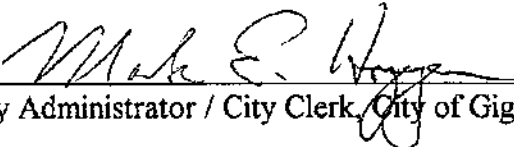
Notice is hereby given that sealed bids will be received by the City Administrator of Gig Harbor until 2:00 p.m., January 27th, 1995, for the newspaper publishing services and will then and there be opened and publicly read.

Bid proposals from newspaper publishing services that are of general circulation in the town, will be received only at the office of the City Administrator in the Gig Harbor City Hall, 3105 Judson Street, Gig Harbor, Washington. Proposals received after the time fixed for opening will not be considered.

The work to be performed under this contract consists of publishing legal notices, public meetings calendars and classified ads. The bid shall set forth the cost per word pursuant to Gig Harbor Municipal Code, Chapter 1.20.020.

The City of Gig Harbor reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No bidder may withdraw his proposal after the hours set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding thirty (30) days.

  
\_\_\_\_\_  
City Administrator / City Clerk, City of Gig Harbor

First Publication: January 11, 1995

Second Publication: January 18, 1995





*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**  
**SUBJECT: GIG HARBOR LITTLE LEAGUE**  
**DATE: FEBRUARY 13, 1994**

**INFORMATION/BACKGROUND**

Last year the Gig Harbor Little League came to the City with a request to use the ballfield at the City Park until their new facility along Burnham Drive was completed. They again are requesting to use the park for a short time this year until their facility is open.

**RECOMMENDATION**

To approve the continued use of the City Park ballfield by the Gig Harbor Little League.



MARK HOPPEN  
CITY ADMINISTRATOR  
3105 JUDSON ST GIG HARBOR

31 JAN 1995

MR. HOPPEN,

GIG HARBOR LITTLE LEAGUE REQUESTS THE PERMISSION FROM THE CITY OF GIG HARBOR TO USE THE BALLFIELD AT CITY PARK THIS COMING SEASON.

THE RUSH IS ON TO COMPLETE THE NEW FIELDS ALONG BURNHAM DRIVE, CONSTRUCTION HAS FINALLY BEGUN, BUT THEY MAY NOT BE COMPLETED BY OPENING DAY.

OUR LEAGUE WOULD APPRECIATE THE ABILITY TO SCHEDULE CITY PARK IN SIMILAR FASHION AS LAST YEARS ARRANGEMENT. WE WOULD NEED THE FIELD FROM MID MARCH THROUGH THE FIRST WEEK OF JULY, PRIMARILY ON WEEKDAY AFTERNOONS AND SATURDAYS.

I WAS UNAWARE OF ANY PROBLEMS FROM LAST YEARS USE OF THE FIELD, EVERYONE I SPOKE WITH BELIEVED LITTLE LEAGUE HAD AN OUTSTANDING FIRST YEAR, WHICH WAS DUE , IN PART, TO HAVING A FIRST CLASS FACILITY.

PLEASE CONTACT ME IF I CAN ADD ANYTHING FURTHER,

THANKYOU



BRAD CARPENTER



*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: LEGAL SERVICES AGREEMENT FOR 1995**  
**DATE: FEBRUARY 13, 1994**

#### **INFORMATION/BACKGROUND**

Mayor Wilbert is submitting the proposal for legal services with Ogden, Murphy and Wallace for Council approval. This agreement is identical with the city's previous agreement with the law firm, except that the rates for Partners are proposed at a \$3.50 per hour increase, Associates are proposed at a \$2.50 per hour increase, Law Clerks are proposed at a \$2.00 per hour increase, and Paralegal at a \$2.00 per hour increase. The percentage increase in the respective rates are Partners 3.2%, Associates 2.8%, Law Clerks 3.0 %, and Paralegal 3.8%.

#### **RECOMMENDATION**

To approve the proposed contract for legal services for 1995.



ATTORNEYS AT LAW

2100 Westlake Center Tower • 1601 Fifth Avenue • Seattle, WA 98101-1686 • (206) 447-7000 • Fax (206) 447-0215

*John D. Wallace*

January 6, 1995

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

Re: Legal Services - Period of January 1, 1995 - December 31, 1995

Dear Mayor Wilbert:

By means of this letter of agreement, Ogden Murphy Wallace will agree to provide legal services to the City of Gig Harbor for the period of January 1, 1995 through December 31, 1995 on the following basis:

- 1) We will provide 13 hours of general, legal services, irrespective of the hourly rate of the attorney performing such service, for the monthly sum of \$1,187.00 per month.
- 2) Legal services not included under paragraph (1) above would be as follows:
  - a) Preparation of contracts, subdivision reviews, planned unit development reviews and other similar items **where the City recovers reimbursement of said costs from an applicant or developer**; if such costs are not recoverable, the services will be included under paragraph (1) above.
  - b) Labor negotiations or similar legal work involving the specialized skills in the labor negotiation or labor relations field;
  - c) Tax work involving specialized skills or a lawyer trained in that specialty;
  - d) Litigation or other administrative or arbitration proceedings;
  - e) Local Improvement Districts or ULIDs which would be based upon a separate agreement with the City charging the cost of said fees to the particular LID or

The Honorable Gretchen Wilbert  
January 6, 1995  
Page 2

ULID. General LID or ULID advice would be included under paragraphs (1) and (3).

3) Work on matters covered under the general legal services that are in excess of the 13 hours per month or on items listed in paragraph (2) above, and work performed by paralegals or interns would be charged at the following rates:

- |    |            |                   |
|----|------------|-------------------|
| a) | Partners   | \$111.50 per hour |
| b) | Associates | \$ 90.50 per hour |
| c) | Law Clerks | \$ 69.00 per hour |
| d) | Paralegals | \$ 54.00 per hour |

In addition, the City would reimburse for long distance phone charges, copying charges, extraordinary postage charges, messenger charges and other costs or fees advanced by the firm on behalf of the City.

It is further agreed that either party may terminate this agreement upon a giving of 30 days prior notice to the other party.

We will provide itemized monthly billings which set forth the date, amount of time worked, a brief description of the nature of the work, identification of the attorney, paralegal or intern performing the work and an itemization of costs associated with the work.

If the foregoing correctly sets forth the agreements and understandings, please sign the extra copy of this letter that is enclosed and return the signed copy to my office. The original should also be signed by you and retained in the City's files.

Very truly yours,

OGDEN MURPHY WALLACE



John D. Wallace

JDW/lfs  
Enclosure

The Honorable Gretchen Wilbert  
January 6, 1995  
Page 3

Agreed to and accepted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
MAYOR GRETCHEN WILBERT

ATTEST

\_\_\_\_\_  
CITY CLERK, MARK HOPPEN



*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 *Mark*  
**SUBJECT:** REVISION TO THE FIRST AMENDMENT OF THE INTERLOCAL  
AGREEMENT WITH THE PENINSULA SCHOOL DISTRICT  
**DATE:** FEBRUARY 9, 1995

**INFORMATION/BACKGROUND**

We have been asked by the school district to correct the milepost designations in the interlocal agreement which was recently approved.

**RECOMMENDATION**

Staff recommends approval.

AFTER RECORDING RETURN TO:  
City Administrator, City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

**REVISION TO FIRST AMENDMENT TO INTERLOCAL  
COOPERATIVE AGREEMENT FOR CONSTRUCTION OF A SANITARY SEWER  
AND REIMBURSEMENT FOR LATECOMERS  
BETWEEN THE CITY OF GIG HARBOR AND  
PENINSULA SCHOOL DISTRICT NO. 401**

This Revision to the First Amendment to the Interlocal Cooperative Agreement for Construction of a Sanitary Sewer and Reimbursement for Latecomers Between the City of Gig Harbor and Peninsula School District No. 401 (hereinafter the "Revision" is entered into on this \_\_\_\_ day of \_\_\_\_\_, 1995, between the City of Gig Harbor, a Washington municipal corporation, (hereinafter referred to as the "City"), and Peninsula School District, a Washington municipal corporation (hereinafter the "District")

WHEREAS, the District and the City executed the First Amendment to Interlocal Cooperative Agreement for Construction of a Sanitary Sewer and Reimbursement for Latecomers Between the City of Gig Harbor and Peninsula School District No. 401 on December 14, 1994, recorded under Pierce County Auditor's recording number 9412200074 (hereinafter the "Agreement"); and

WHEREAS, the purpose of the revision to the Agreement previously recorded under Pierce County Auditor's recording number 9412200074 is solely to correct the milepost designations as set forth below;

NOW, THEREFORE, the parties hereto agree as follows:

Section : Paragraph B of the Recitals on page 1 of the Agreement is hereby amended to read as follows:

B. Except for approximately 2,100 linear feet of sewer line between Milepost ~~19.27~~ ~~19.48 SR 302 SPUR~~ and Milepost 19.66 ~~SR 302~~ on State Highway 302 known as the Purdy portion of the sewer line, the sanitary sewer line between the City of Gig Harbor and the District's Purdy campus line was complete before the July 15, 1993 completion date set forth under Paragraph 2 of the Interlocal. To install the remaining 2, 100 feet of sewer line, it was necessary to obtain a Shoreline Substantial Development Permit from Pierce County in compliance with the Shoreline Management Act.

Section 2: Paragraph 2.1 of Section II on page 2 of the Agreement is hereby amended to read as follows:

2.1 The District shall construct, at its expense (subject to reimbursement as set forth below) the remaining 2,100 linear feet of the sanitary sewer line approximately between Milepost ~~19.27~~

**19.48 SR 302 SPUR** and Milepost 19.66 **SR 302** along State Highway 302 in accordance with the construction plans and specifications approved by the City. The District shall be solely responsible for obtaining all necessary permits and compliance with all applicable statutory requirements for construction of public works in the construction of this 2,100 linear feet of the sanitary sewer line.

**Section 3:** The parties agree that all other terms of the Agreement shall remain in full force and effect.

EXECUTED on the day and year stated above.

**CITY OF GIG HARBOR**

Approved as to Form:

\_\_\_\_\_  
Gig Harbor City Attorney

\_\_\_\_\_  
Mayor, City of Gig Harbor

**PENINSULA SCHOOL DISTRICT NO. 401**

Attest:

\_\_\_\_\_  
Gig Harbor City Clerk

\_\_\_\_\_  
Dr. Mark Mitrovich, Superintendent



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of \_\_\_\_\_, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON        )  
  )ss:  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that Gretchen Wilbert is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.



*City of Gig Harbor. The "Maritime City."*

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

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:**  Ray Gilmore  
**DATE:** February 8, 1995  
**SUBJ.:** First Reading - Ordinance Adopting Annexation 91-07

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#### **INTRODUCTION/BACKGROUND**

The City Council adopted Resolution No. 427, which is a notice of intent to annex the property associated with the Gig Harbor Interchange annexation (ANX 91-07). Pierce County Boundary Review Board approved the annexation petition and, as a requirement of law, the City must pass an ordinance adopting the annexation.

#### **POLICY**

The Council's previous action on the resolution serves as the intention to annex this area to the city of Gig Harbor. It is desirable to submit the ordinance to Pierce County prior to March 1 so that the city may receive its share of tax assessments for 1995.

#### **RECOMMENDATION**

This is the first reading of the ordinance. The second reading is scheduled for the second meeting date of the month on February 27.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR  
ADOPTING THE ANNEXATION FOR THE AREA KNOWN AS THE GIG HARBOR  
INTERCHANGE ANNEXATION (ANX 91-07) AS SUBMITTED BY PETITIONERS  
JAMES TALLMAN, ET.AL.

WHEREAS, on July 31, 1991, a petition for annexation of approximately 150 acres was submitted for the property; and,

WHEREAS, the petition which has been certified by the City Administrator as legally sufficient containing the signatures of not less than 60% of the owners of assessed evaluation and the legal description of the subject property are attached to this resolution as exhibit "A" and made a part hereto; and,

WHEREAS, such annexation proposal is within the Urban Growth Area as established by Pierce County in the Pierce County Comprehensive Plan; and,

WHEREAS, on the 23rd of October, 1991, the City Council met with the initiating party during regular session of the Council; and,

WHEREAS, at that time the Council set forth the requirements placed on the petitioner wishing to annex as follows:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness;
2. The area shall be zoned as per Exhibit "B" of Council Resolution #398.

WHEREAS, on May 18, 1992 a determination of non-significance was issued for the proposal, based upon a review of the environmental documents submitted by the petitioner, in accordance with the City of Gig Harbor Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code; and,

WHEREAS, at a public hearing of November 9th, 1992, the City Council considered the recommendation of the City Planning Commission on preannexation zoning for the area; and,

WHEREAS, following the public hearing on November 9, the City Council remanded the preannexation zoning to the Planning Commission for the development of a contract zoning agreement which would consider the following:

1. That they specifically address screening and buffers, not only between the properties, but also to properties across the street towards the waterfall business and any future development there.

2. That they specifically address development and ownership of the wetlands as it relates to wetlands directly and to how wetlands might be developed into a park.
3. Place emphasis on one and two, then establish uses for the parcels in the annexation.

WHEREAS, the Planning Commission, at open public meetings held on December 15, 1992; February 2, February 16, February 23, and March 2, 1993, recommended approval of the petition subject to certain conditions, including the execution and recording of an agreement with the City pertaining to the preannexation zoning of the property; imposing certain use and development restrictions in order to ameliorate the adverse impact of unrestricted use and development of property in the RB-2 zone; and

WHEREAS, the City Council, at a public hearing on November 8 and December 13, 1993, considered the concomitant agreement as recommended by the Planning Commission and, in consideration of testimony offered at the public hearings, does hereby declare its intent to authorize and approve said annexation, and to accept same as a part of the City of Gig Harbor; and,

WHEREAS, the City Council finds that the portion of the property to be annexed within the interchange area north of Wollochet Drive contains site characteristics and natural environmental constraints that make it unique and worthy of special land use considerations as reflected in the performance standards in the preannexation zoning concomitant agreement; and

WHEREAS, the City Council shall comply with the procedural requirements of RCW 35A.14 to the conclusion of this annexation.

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

Section 1. The real property described in this ordinance as "Exhibit A" is hereby annexed into the City of Gig Harbor and is accorded a zoning designation as established in the concomitant agreement per Council Resolution # 398 and #427 and which area is also within a height overlay district, as per Section 17.62 of the Zoning Code.

Section 2. This ordinance shall be in full force and take effect five (5) days after publication, according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council on this \_\_\_\_\_ day of February, 1995.

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Mark E. Hoppen  
City Clerk/Treasurer

Filed with the City Clerk: February 9, 1995  
Passed by the City Council:  
Date Published:  
Effective Date:

**SUMMARY OF ORDINANCE # \_\_\_\_\_**  
**GIG HARBOR INTERCHANGE ANNEXATION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR  
ADOPTING THE ANNEXATION FOR THE AREA KNOWN AS THE GIG HARBOR  
INTERCHANGE ANNEXATION (ANX 91-07) AS SUBMITTED BY PETITIONERS  
JAMES TALLMAN, ET.AL.

Section 1. Legal description of the real property described in this ordinance as "Exhibit A" is hereby annexed into the City of Gig Harbor and is accorded a zoning designation as established in the concomitant agreement per Council Resolution # 398 and #427 and which area is also within a height overlay district, as per Section 17.62 of the Zoning Code. The annexation area is summarily described as being bounded on the west by 46th Street NW, extending from the intersection of Wollochet Drive NW and 46th Street NW, north to 72nd Street NW, then easterly approximately 1300 feet, thence northerly to the west right-of-way of SR-16, thence northerly along the right-of-way approximately 1300 feet, thence easterly approximately 1300 feet, thence south approximately 600 feet, thence westerly to the east right-of-way of SR-16, thence southerly following the right-of-way to Grandview Street street end, thence easterly to the east right-of-way line of the Tacoma City Light transmission line, thence southerly along the transmission line right-of-way approximately 3500 feet, thence westerly to Wollochet Drive NW, following Wollochet Drive NW to Hunt Street NW and ending at 46th Street NW, the point of beginning.

Section 2. Establishing an effective date of five (5) days after publication of a summary of this ordinance, according to law.

Submitted by:

---

Mark E. Hoppen  
City Clerk/Treasurer

**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR GIG HARBOR INTERCHANGE ANNEXATION  
ANX 91-07**

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

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID SECTION 18, WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID PROLONGATION AND SAID WESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF 72ND STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 7; THENCE EASTERLY ALONG SAID LAST MENTIONED PROLONGATION AND SAID NORTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY LINE OF LOT 7 OF THE PLAT OF GIG HARBOR ABANDONED MILITARY RESERVE IN SAID SECTION 7; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 7 TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO A LINE 660 FEET SOUTH OF THE NORTHERLY LINE OF SAID SECTION 7; THENCE EASTERLY PARALLEL WITH, AND 660 FEET SOUTH OF, THE NORTH LINE OF SECTION 7, ALONG SAID LINE TO THE EASTERLY LINE OF LOT 2 OF AFORESAID PLAT OF GIG HARBOR ABANDONED MILITARY RESERVE, IN SAID SECTION 7; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOTS 2 AND 3 AND/OR ITS WESTERLY PROLONGATION OF SAID PLAT IN SAID SECTION 7 TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID STATE ROUTE 16; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE TO SAID NORTHERLY RIGHT-OF-WAY LINE OF 72ND STREET NORTHWEST; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE EASTERLY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY, AS DESCRIBED IN QUIT CLAIM DEED TO CITY OF TACOMA, RECORDED AS AUDITOR'S FILE NO. 8205070163 AND AS SHOWN HATCHED ON EXHIBIT "A" ATTACHED THERETO, BEING SHEETS 7 AND 9 OF 52 SHEETS OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF STINSON AVENUE; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE NORTHWESTERLY CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED UNDER AUDITOR'S FILE NO. 2883468; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIONEER WAY; THENCE SOUTHEASTERLY IN A DIRECT LINE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PIONEER WAY AT THE MOST

NORTHWESTERLY CORNER OF LOT 1 OF GIG HARBOR SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NO. 8402100196; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PIONEER WAY AS SHOWN ON SAID PLAT TO SAID EASTERLY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY AS SHOWN ON SHEET 9 OF SAID EXHIBIT "A"; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF KIMBALL DRIVE NORTHWEST, BEING A LINE PARALLEL AND/OR CONCENTRIC WITH AND DISTANT 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES OR RADIALLY, FROM THE FR-3 CENTERLINE AS SHOWN ON SAID SHEET 9 OF EXHIBIT "A"; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHERLY LINE OF LOT 10 OF AFORESAID PLAT OF GIG HARBOR MILITARY RESERVE, IN SAID SECTION 8; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 10 AND 9 OF SAID PLAT IN SAID SECTION 8 TO THE NORTHWEST CORNER OF SAID LOT 9 BEING ALSO THE NORTHEAST CORNER OF LOT 16 OF SAID PLAT IN SAID SECTION 7; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16 TO THE NORTHWEST CORNER THEREOF, BEING ALSO THE NORTHEAST CORNER OF LOT 4 OF SUNNYBRAE, RECORDED IN VOLUME 37 OF PLATS, AT PAGE 50, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 4 THROUGH 1, *INCLUSIVE* OF SAID SUNNYBRAE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOLLOCHET DRIVE NORTHWEST AS SHOWN ON SAID LAST MENTIONED PLAT; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND IT SOUTHWESTERLY PROLONGATION TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST IN THE NE QUARTER OF SECTION 18; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. THE FOREGOING DESCRIBED ANNEXATION PARCEL BEING CONTIGUOUS ON ITS NORTH AND EAST SIDES WITH THE EXISTING CITY LIMITS OF GIG HARBOR.

TOGETHER WITH THE TACOMA LAKE CUSHMAN POWER LINE RIGHT-OF-WAY IN THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 E.W.M.; AND TOGETHER WITH THE RIGHT OF WAY FOR GRANDVIEW AND STINSON AVENUE NW BORDERING THE GIG HARBOR ANNEXATION, ORDINANCE #47, IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 E.W.M.; EXCEPT THOSE PORTIONS PREVIOUSLY ANNEXED INTO THE CITY OF GIG HARBOR PER ORDINANCES #57 (4-28-60), #206 (9-9-74), #296 (9-25-78), #438(11-28-83), AND # 621 (2-10-91).



After recording with the Pierce County Auditor, return to:  
*Administrative Assistant*  
City of Gig Harbor  
*3105 Judson St.*  
Gig Harbor, Washington 98335

Exhibit "B"

CONCOMITANT ZONING AGREEMENT  
FOR TALLMAN ANNEXATION (ANX 91-07)

THIS AGREEMENT, executed this date in favor of the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and by the undersigned owners of the within-described property (herein called "Owners"):

W I T N E S S E T H:

WHEREAS, the Owners are persons owning a fee simple and/or having a substantial beneficial interest in the real property comprised of one hundred twenty (120) acres and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property" hereinafter); and

WHEREAS, a petition (No. 91-07) has been filed to annex the property, and requesting pre-annexation zoning, pursuant to chapter 35A.14 RCW; and

WHEREAS, the City Council conducted a public hearing on November 9, 1992 on the petition to annex and preannexation zoning, and directed the City Planning Commission to develop and recommend a preannexation zoning agreement; and

WHEREAS, the Planning Commission, at open public meetings held on December 15, 1992; February 2, February 16, February 23, and March 2, 1993, recommended approval of the petition subject to certain conditions, including the execution and recording of an agreement

with the City pertaining to the preannexation zoning of the property; imposing certain use and development restrictions in order to ameliorate the adverse impact of unrestricted use and development of property in the RB-2 zone;

NOW, THEREFORE, the Owners hereby covenant, bargain and agree on behalf of themselves, their heirs, successors and assigns as follows:

Section 1. Conditions. If the Property is rezoned to RB-2 zone, development of the Property shall be accomplished in accordance with the following conditions and restrictions:

- A. Plans and Surveys. The Owners agree to submit a site plan to the City for approval prior to the clearing of any lot, tract or parcel on the Property. In addition, a tree survey for required buffers on the property shall also be submitted to the City in order to document the nature and composition of the existing vegetation on the Property.
- B. Buffers. The Owners agree to provide the following buffers on the Property, and to depict such buffers in the site plan submitted for the City's approval:
  1. A forty (40) foot dense vegetative screen buffer is required on all boundaries with single family uses.
  2. Along SR-16, a buffer shall be placed twenty-five feet (25') wide. Existing vegetation shall be retained as much as possible.
  3. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.
- C. Land Use Restrictions North of Wollochet Drive. In addition to any other

applicable requirements of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the area of the Property north of Wollochet Drive.

1. **Zoning Designation.** RB-2.
2. **Permitted Uses.** All uses otherwise permitted in a RB-2 zone shall be allowed, with the exception of multi-family dwellings.
3. **Conditional Uses.** All other conditional uses that may be applied for in a RB-2 zone may be permitted if the applicable criteria are met, with the exception of mini-warehousing. In addition, food stores and delicatessens may also be conditionally allowed, provided that:
  - (a) they are situated on the street level of nursing home(s), retirement center(s) or office building(s);
  - (b) they do not exceed a total of eight hundred (800) square feet in area;
  - (c) they do not contain any outside sales, storage or drive-in service;
  - (e) their hours of operation are limited to sixteen (16) hours per day.
4. **Signage.** Signage shall not be oriented toward the freeway; however signage may be oriented toward Wollochet Drive N.W., 46th Street N.W., Hunt Street, 72nd Street NW and any private roadway within this district.
5. **Design.** Minimum roof pitch shall be 4/12.

6. **Impervious Coverage.** Maximum impervious coverage shall be sixty percent (60%) per site, which shall include buffers, but exclude wetlands.
  7. **Outdoor Lighting.** Outdoor lighting shall be provided on the property only in accordance with GHMC Section 17.28.090(D).
- D. Land Use Restrictions South of Wollochet Drive. In addition to any other applicable regulations of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the Property south of Wollochet Drive.
1. **Zoning Designation.** RB-2.
  2. **Permitted Uses.** All uses otherwise permitted in a RB-2 zone shall be permitted on the Property, with the exception of multi-family dwellings. In addition, nurseries and landscaping services shall be permitted outright on the Property.
  3. **Conditional Uses.** All other conditional uses that may be applied for in a RB-2 zone may be permitted if the applicable criteria are met. In addition, the following uses may also be conditionally allowed:
    - a) Wholesale and Retail Sales where the business is conducted entirely within an enclosed structure;
    - b) Restaurants with associated lounges;
    - c) Gasoline Service Stations;
    - d) Food Stores and delicatessens, provided that:
      - (1) they are situated on the street level of nursing home(s), retirement center(s) or office building(s);

- (2) they do not exceed a total of eight hundred (800) square feet;
    - (3) they do not contain outside sales, storage or drive-in service;
    - (4) their hours of operation are limited to sixteen hours per day.
  4. **Signage.** Signage shall be oriented so that it does not directly face SR-16, however, signage may be directly oriented toward Wollochet Drive N.W. or 38th Street N.W. and any private roadway within this district.
  5. **Design.** Minimum roof pitch for all non-residential uses shall be 4/12. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.
  6. **Impervious Coverage.** Maximum impervious coverage is sixty percent (60%) per site, including buffers but excluding wetlands.
  7. **Outdoor Lighting.** Outdoor lighting shall be provided on the Property only in accordance with GHMC Section 17.28.090(D).
- E. Development of Wetlands on the Property.
  1. **Wetland buffers.** The wetlands identified on the site as a Class III (Pierce County) wetlands shall be subject to a minimum fifty (50) foot buffer along the perimeters of the wetland, as designated in the Wetland Mitigation Plan approved by Pierce County. Wollochet Creek, which is

a Type 3 water course as identified under the Department of Natural Resources Stream Typing Maps, shall be subject to a minimum buffer of thirty-five feet as measured from ordinary high water, per the City of Gig Harbor Wetland Management Ordinance. The wetland and its associated buffer shall be identified and established as a conservation easement as a covenant running with the Property.

2. **Wetland Use.** The use of the wetlands and wetland buffers shall be limited to the following:
  - (a) Wells and necessary appurtenances as per Section 18.08.120 of the GHMC.
  - (b) Impervious trails and associated viewing platforms as per Section 18.08.120 of the GHMC. The development of a impervious trail along the perimeter of the wetland and within the buffer shall be developed as each adjoining parcel is developed.
  - (b) The placement of underground utilities, other utilities and access roads as per Section 18.08.120 of the GHMC.
3. **Parking areas.** A parking area sufficient to accommodate a minimum of eight (8) vehicles shall be developed in proximity to the wetlands. The parking area shall be clearly identified as "Public Parking, Trail Access."
4. **Plans.** The plan titled Park Development Plan from Pac Tech Engineering and drawn to the scale of 1" = 50' and sealed on October

14, 1993, shall be recorded with this Agreement in the records of the Pierce County Auditor as a covenant running with the Property. A copy of the documents and proof of recording shall be submitted to the City prior to the submission of any application for development permits in the affected area of the Property.

5. **Park Dedication.** The development of the park facilities shall be done in a phased manner by the respective property owner as each property is developed. Upon completion of the park, the facility will be dedicated to the city. It is acknowledged that the property, or portions of the property in the annexation area will be sold, and that the terms and conditions of this Agreement shall be binding upon the successive owners of the property. The owner of any portion of property designated in this Agreement as the future City park shall, at the same time as he or she develops the property, construct and install the necessary park facilities described herein. However, even if such property is not developed, each owner must construct and install the park facilities on that portion of the park located on his or her property so that completion and dedication of the park to the City occurs not later than Dec. 13, 2003. *201.*
- The City shall have the right to require dedication of the unimproved park property at any time prior to Dec. 13, 2003, and to thereafter *201.* install the necessary facilities for completion.

- F. **Transportation.** Prior to adoption of the annexation by the City of Gig Harbor,

the petitioners shall prepare a traffic impact study to assess transportation impacts on Wollochet Drive from Hunt Street to the interchange, the interchange area, Hunt Street, 46th Street NW and 72nd Street Nw. The traffic study shall be based upon the land use as approved by the City Council per this resolution and as adopted by Pierce County. The traffic study shall be presented to the city for consideration and approval prior to adoption, by ordinance, of the annexation.

Section 2. Binding Effect of Agreement. This Agreement shall be recorded in the records of the Pierce County Auditor, and the covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to the Owners of after-acquired title to the Property.

Section 3. Owners' Payment of Costs and Fees. The Owners shall pay all costs of preparation and recording of this Agreement, together with all reasonable costs incurred by the City, including the City's Attorneys' fees.

Section 4. Amendment. This Agreement may be amended or modified by agreement between the Owners and the City; Provided, that such amended agreement shall be approved by the legislative authority of the City by ordinance.

Section 5. Police Power. Nothing in this Agreement shall prevent the City Council from making such further amendment to its Comprehensive Plan, Zoning Ordinances or any other City code or ordinance as the City deems necessary in the public interest. Nothing in this Agreement is intended to authorize any use or dimension not otherwise permitted in the RB-2 zone, except as permitted by this agreement.



Section 6. Benefit of Covenant. This Agreement is made for the benefit of the City, and the City may institute and prosecute any proceeding at law or in equity to enforce this Agreement. If the City prevails in such proceeding, it shall be entitled to recover all costs and fees, including reasonable attorneys' fees.

Section 7. Payment of Costs and Recording Fees. The Owners agree to pay all costs of recording this Agreement and its Exhibits, together with all reasonable costs incurred by the City in the preparation of this Agreement, including the City Attorneys' fees.

Section 8. Severability. It is further expressly agreed that in the event any covenant or condition or restriction hereinabove contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction hereinabove contained; PROVIDED, however, that in the event that any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law, the City shall have the right to unilaterally modify this Agreement in order to ensure accomplishment of its purposes.

EXECUTED this 17th day of June, 1994.

OWNERS:

TALMO CORPORATION

By

James O. Tallman  
Its pres.

ROBIN 492

(address)

Og Harbor, WA. 98325

JAMES AND DIANE TALLMAN

James D. Tallman  
Diane M. Tallman  
13021 Pt. Richmond Dr. NW  
(address)  
Gig Harbor, WA 98332

Francis G. Jones

Francis G. Jones  
Francis G. Jones

P O Box 549  
Wauna WA 98395

PAUL GARRISON

Paul Garrison  
Betty Garrison  
P O Box 527  
(address)  
Gig Harbor WA 98335

Rodney H. Pardey

Rodney H. Pardey

2300 Zafra Ct  
Las Vegas Nv 89102

Cathy Ford



CATHY FORD  
Notary Public - Nevada  
Clark County  
My appt. exp. Feb. 1, 1998

6/13/94

VAGN OLSEN

Vagn Olsen  
Shirley A. Olsen  
3110 White Cloud Ave  
(address)  
NW. Gig Harbor Wa. 98335

Vagn Olsen  
Vagn Olsen

6309 51st Ave NW  
Gig Harbor WA 98335

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Francis G. Jones and Ann Ellen Jones is the person who appeared before me and said person acknowledged that they signed this instrument, on oath stated that ~~he/she~~ <sup>they were</sup> was authorized to execute the instrument and acknowledged it as their \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 15, 1994

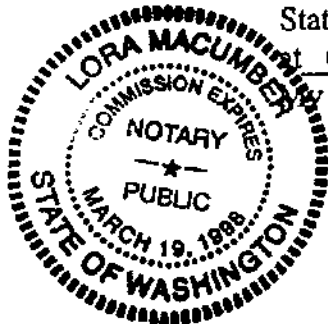
Martha A. Jacobson  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Gig Harbor  
My appointment expires 9-16-97

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that JAMES O. TALLMAN is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of TALMO, INC. to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: JUNE 17, 1994

Lora Macumber  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at GIG HARBOR  
My appointment expires 3/19/98



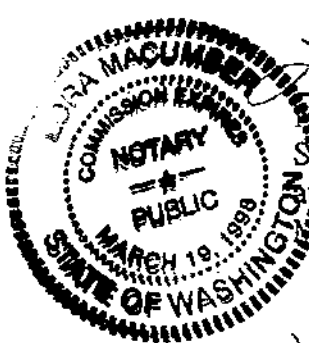


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

Vagn Olsen and

I certify that I know or have satisfactory evidence that Shirley A. Olsen are ~~ix~~ the persons who appeared before me and said person acknowledged that ~~he~~ signed this instrument, on oath stated that ~~he~~ <sup>they were</sup> authorized to execute the instrument and acknowledged it as their ~~XX~~ ~~to be~~ free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 14, 1994



Lora Macumber  
NOTARY PUBLIC in and for the  
State of Washington, residing  
Gig Harbor  
My appointment expires 3/19/98

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

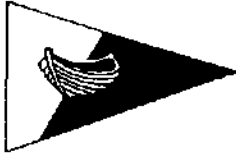
Wayne Olsen and

I certify that I know or have satisfactory evidence that Louise Olsen are ~~ix~~ the persons who appeared before me and said person acknowledged that ~~she~~ signed this instrument, on oath stated that ~~she~~ <sup>they were</sup> authorized to execute the instrument and acknowledged it as their ~~XX~~ ~~to be~~ free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 13, 1994



Lora Macumber  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Gig Harbor  
My appointment expires 3/19/98



*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**  
**DATE: FEBRUARY 12, 1995**  
**SUBJECT: SDP 94-05 - Charles L. Hunter -- Request for substantial development shoreline permit allowing expansion of existing Harborview Marina.**

### **INTRODUCTION/BACKGROUND**

The Harborview Condominium Marina is a covered marina consisting of 51 slips with only one slip greater than 45 feet in length. This requires 26 parking stalls under the current zoning code regulations. Right now, there are 31 parking stalls on-site. Two of the stalls do not meet the minimum stall size of 9 X 19 but the 29 full-size stalls on the site provide 3 surplus parking stalls for additional moorage.

The parcel has three non-conformities on the site including (a) covered moorage, which is not allowed under the City's Shoreline Master Program, and (b) a lack of required landscaping for the parking lot, and (c) lack of a public view/access opportunity.

### **REQUEST/PROJECT DESCRIPTION**

The current request is to add three uncovered slips of 19 X 60 feet to the end of the existing dock and to relocate the existing end-slip to the end of the new dock. The proposal would result in a net increase of 3 slips. No other improvements are proposed. Because of the existing parking surplus, no parking lot changes are necessary.

### **POLICY**

Relevant policies governing shoreline development and site plan approval as stated in the City's zoning ordinance comprehensive plan and Shoreline Master Program are outlined on pages 2 - 8 of the staff report to the Hearing Examiner (attached).

### **PERTINENT ISSUES**

This proposal raised numerous concerns both by the staff and by nearby property owners. The staff was concerned over the proposed end slip because of its configuration. The proposed slip would be irregularly shaped, tapering down on the south end. This would require that a moored vessel be located as far north as possible with its bow facing south to avoid encroachment beyond the outer harbor line. The Hearing Examiner therefore recommended that no vessels be tied to the end of the dock unless the applicant could demonstrate that there will be at least 18 feet between the outer harbor line and any portion of the dock ( based upon a pending survey of the outer harbor line by the State).

The recommended restriction on the end slip resulted in a request for Hearing Examiner reconsideration by Mr. Gregory Clark of Harborview Condominium Homeowners Association . Mr. Clark claimed that not allowing moorage as shown on their plan would take away the rightful use of their lease land and that they would not moor any vessels beyond the outer harbor line.

A second request for reconsideration was submitted by Mr. John Paglia, attorney for Mr. Adam Ross, who raised numerous issues pertaining to code compliance of non-conforming structures. Mr. Paglia contended that the existing marina structure does not meet setback requirements and/or visual access requirements.

In response to both requests for reconsideration, the Hearing Examiner concluded that neither request provided any information describing how the structure does not meet current requirements or which showed that the decision of the Examiner was 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 hearing. Both requests for reconsideration were therefore denied. The Hearing Examiner's decision was based upon findings and conclusions which are outlined in his reconsideration report (attached).

The more complex matter addressed by the Hearing Examiner was the issue of non-conforming uses and structures. Mr. Paglia's concerns over non-conformities were based upon the zoning ordinance's statement that "No such nonconforming structure may be altered in any way that increases its nonconformity or enlarges any of its dimensions, but any structure or portion thereof may be altered to decrease its nonconformity" (GHMC Section 17.68.040(A)).

Mr. Paglia also referenced Section 4.14 of the Shoreline Master Program which states that (a) Nonconforming development may be continued provided that it is not enlarged, intensified, increased, or altered in any way which increases its nonconformity and (b) A nonconforming development which is moved any distance must be brought into conformance with the Master Program and the Act. The latter statement apparently applies to moveable structures (e.g., houseboats); while the former statement prohibits expansions which increase a non-conformity. The proposed addition to the Harborview Marina would not increase any non-conformity. It would meet the current setback requirements, it would not encroach into any existing view corridors, and it would not require parking beyond what is already provided on the site. The parking lot's non-conforming landscaping is therefore not an issue.

While the zoning code states that a non-conforming structure may not be enlarged in any of its dimensions, this has consistently been interpreted to mean that non-conforming dimensions of a structure may not be enlarged. This is essentially how the Shoreline Master Program reads. Moreover, the City's legal counsel has advised that when there is a conflict between state law and local law, the state law prevails.

In summary, the staff has determined that because the proposed expansion occurs on the back side of the marina, the existing nonconformity pertaining to a public viewing/access opportunity would not be increased. The proposed moorage slips would not be covered, so the non-conforming roof structure would not be expanded. The parking lot currently has surplus parking so the non-conforming parking lot (as to landscape requirements) would not be expanded.

## **RECOMMENDATION**

GHMC Section 17.10.170 states that "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 such action. The city council may adopt all or portions of the examiner's findings and conclusions".

Section 4.03 of the Shoreline Master Program states that the City Council may "Approve, approve with conditions, or deny shoreline substantial Development . . . Permits after considering the findings and recommendations of the Administrator and Hearing Examiner; PROVIDED that any decisions on this matter made by the council may be further appealed to the State Shorelines Hearings Board as provided for in the Act." This section also states that the Council may "conduct its own public hearing in accordance with Section 4.08(C)(1)".

The Hearing Examiner has recommended approval of the requested shoreline permit subject to the same conditions recommended by the staff except that condition #1 has been modified by the Examiner to allow end-moorage subject to the 18 foot clearance described earlier and that the Examiner has added an additional condition #9 which requires a "no moorage" sign be placed on the northwest side of the dock. A copy of the Hearing Examiner's report to the Council, the Hearing Examiner's reconsideration report, the Staff report to the Examiner, and a draft resolution approving the requested shoreline permit are attached for the Council's consideration. Illustrations of the proposal are also attached.

Due to the complexity of this issue, the Council may choose to allow additional time to consider this matter or hold an additional public hearing.





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

**CITY OF GIG HARBOR  
SHORELINE MANAGEMENT  
SUBSTANTIAL DEVELOPMENT PERMIT**

- Substantial Development
- Conditional Use
- Variance

Application No: SDP 94-05

Date Received: September 19, 1994

Approved: XXX

Denied:

Date of Issuance: February 13, 1995

Date of Expiration: February 13, 2000

Pursuant to RCW 90.58, a permit is hereby granted/denied to:

Charles L. Hunter  
P.O. Box 410  
Gig Harbor, WA 98335

To undertake the following development:

Add three new uncovered slips to existing Harborview Marina.

Upon the following property:

3219 Harborview Drive, Assessor's parcel number's 02-21-05-3-034 & 056

On the Gig Harbor Bay Shoreline and/or its associated wetlands. The project will not be within shorelines of Statewide Significance per RCW 90.58.030 and is within an Urban Environment designation.

Development pursuant to this permit shall be undertaken subject to the following terms and conditions:

1. Except for the moorage indicated on the submitted site plan, no other moorage is permitted, e.g., no vessels shall be tied to the side of the dock in the required side yard setback and no vessels shall be tied to the end of the dock unless the applicants can document that at least 18 feet exists between the outer harbor line and any portion of the dock.
2. The new slips shall not be covered.
3. Prior to permit issuance, a pump-out facility plan shall be submitted to and approved by the Gig Harbor Public Works and Planning Departments. The pump-out shall be conveniently accessible to all boats. The pump-out facility shall be installed and operational prior to issuance of an occupancy permit.
4. The project shall comply with all HPA (hydraulics permit) requirements as determined by the Department of Fisheries.
5. The marina fire flow system must be upgraded to provide the protection required under section (6), Appendix II-C, 1991 Uniform Fire Code. Hose stations, fire lines, cross connection control and fire department connections must be provided.
6. A street fire hydrant must be made available within 150 feet of the Marina and fire department connection.
7. A knox box will be required for the gate key if one is not already provided.
8. A complete plan review will be completed upon submittal of plans for a building permit.
9. Signs shall be placed on the northwest side of the expanded moorage facility stating "no moorage allowed".

This permit is granted pursuant to the Shoreline Management Act of 1972 and the City of Gig Harbor 1994 Shoreline Master Program. Nothing in this permit shall excuse the applicant from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act, RCW 90.58.

This permit may be rescinded pursuant to RCW 90.58.140(7) in the event the permittee fails to comply with the terms or conditions hereof.

Construction pursuant to this permit will not begin and is not authorized until thirty (30) days from the date of filing with the Department of Ecology as defined under RCW 90.58.140(6) or until all

review proceedings initiated within thirty (30) days from the date of such filing have terminated, except as provided in RCW 90.58.140 (5)(a-c).

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mayor, City of Gig Harbor

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**THIS SECTION FOR DEPARTMENT OF ECOLOGY USE ONLY IN REGARD TO A  
CONDITIONAL USE OR VARIANCE PERMIT.**

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

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Development shall be undertaken pursuant to the following additional terms and conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Department Official

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

**WHEREAS**, Chuck Hunter, representing Harborview Condominium Homeowners Association, has requested approval of a shoreline substantial development permit to allow an expansion of the existing moorage facility at 3219 Harborview Drive; and

**WHEREAS**, the Gig Harbor City Council has adopted Ordinance #489 which establishes guidelines for the reviewing of Shoreline Management permits; and,

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

**WHEREAS**, a public hearing was held on November 16, 1994 with the Hearing examiner to accept public input relating to this request; and,

**WHEREAS**, a revised site plan was submitted the day of the public hearing, resulting in a two week extension of the Hearing Examiner's deadline for making a decision; and,

**WHEREAS**, the City of Gig Harbor Hearing Examiner has made specific findings and conclusions based upon the staff report and upon input received at the public hearing and has recommended approval of the application in his report dated December 19, 1994; and,

**WHEREAS**, a request for reconsideration of the Hearing Examiner's decision was submitted asking that the hearing examiner reconsider a limitation on a moorage slip; and,

**WHEREAS**, a second request for reconsideration of the Hearing Examiner's decision was submitted based upon allegations that the proposed use did not conform to code regulations for non-conforming development; and

**WHEREAS**, the existing development on the site includes three known non-conformities including (a) covered moorage, which is not allowed as per Section 3.01(5) of the city's Shoreline Master Program (SMP); a lack of required landscaping for parking lots as required by Section 17.78.080 of the Gig Harbor Municipal Code (GHMC); and a lack of public viewing opportunities as required by SMP Section 3.01(2) and as per GHMC Section 17.50.040(2); and,

**WHEREAS**, the Gig Harbor Shoreline Master Program prohibits expansion of non-conforming development which increases the nonconformity;

**WHEREAS**, the City Council finds that the proposed addition to the existing Harborview Marina will not result in an expansion of the existing non-conformities on the site, to wit: the proposed moorage slips will not be covered, so the non-conforming roof structure will not be expanded; the parking lot currently has surplus parking so the non-conforming parking lot (as to landscape

requirements) will not be expanded; and the existing non-conformity pertaining to a public viewing/access opportunity will not be increased;

**WHEREAS**, the hearing examiner denied the requests for reconsideration based upon findings and conclusions in his reconsideration report dated January 26, 1995;

**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 December 19, 1994 and in his reconsideration report dated January 26, 1995 are hereby adopted and the application for a Shoreline Management Substantial Development permit is **APPROVED** subject to the following conditions:

1. Except for the moorage indicated on the submitted site plan, no other moorage is permitted, e.g., no vessels shall be tied to the side of the dock in the required side yard setback and no vessels shall be tied to the end of the dock unless the applicants can document that at least 18 feet exists between the outer harbor line and any portion of the dock.
2. The new slips shall not be covered.
3. Prior to permit issuance, a pump-out facility plan shall be submitted to and approved by the Gig Harbor Public Works and Planning Departments. The pump-out shall be conveniently accessible to all boats. The pump-out facility shall be installed and operational prior to issuance of an occupancy permit.
4. The project shall comply with all HPA (hydraulics permit) requirements as determined by the Department of Fisheries.
5. The marina fire flow system must be upgraded to provide the protection required under section (6), Appendix II-C, 1991 Uniform Fire Code. Hose stations, fire lines, cross connection control and fire department connections must be provided.
6. A street fire hydrant must be made available within 150 feet of the Marina and fire department connection.
7. A knox box will be required for the gate key if one is not already provided.
8. A complete plan review will be completed upon submittal of plans for a building permit.
9. Signs shall be placed on the northwest side of the expanded moorage facility stating "no moorage allowed".

**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 13th day of February, 1995.

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Gretchen A. Wilbert, Mayor

ATTEST:

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Mark E. Hoppen  
City Administrator/Clerk



*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:** SDP 94-05 - Charles L. Hunter -- Request for substantial development shoreline permit allowing expansion of existing Harborview Marina.

---

**I. GENERAL INFORMATION**

**APPLICANT:** Charles L. Hunter  
P.O. Box 410  
Gig Harbor, WA 98335  
Telephone: 851-3329

**OWNER:** Harborview Condominium Owners Assoc.  
3219 Harborview Drive  
Gig Harbor, WA 98332  
← Telephone: 851-3948

**AGENT:** n/a

**II. PROPERTY DESCRIPTION**

1. **Location:** 3219 Harborview Drive  
Tax assessor's parcel #02-21-05-3-034 & 056
2. **Site Area/Acreage:** 1.28 acres
3. **Natural Site Characteristics:**
  - i. **Soil Type:** (Gig Harbor Bay)
  - ii. **Slope:** 2-3% (bottom of bay) the street level.
  - iii. **Drainage:** n/a
  - iv. **Vegetation:** none - upland portion of site 100% developed

4. **Zoning:**

- i. **Subject parcel:** WM (Waterfront Millville)
- ii. **Adjacent zoning and land use:**
  - North:** WM
  - South:** WM
  - East:** Gig Harbor Bay
  - West:** DB (Downtown Business)

5. **Utilities/road access:** The parcel is served by City sewer and water and is accessed off Harborview Drive - a City street.

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

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

Pg. 35 - GOAL - Protect Natural Quality. Preserve and protect the unique, interdependent relationship between the water, land and cultural heritage.

Pg. 35, #3 - Water and shoreline quality - Define and regulate activities which can possibly contaminate or pollute the harbor and shorelines including the use or storage of chemicals, pesticides, fertilizers, fuels and lubricants, animal and human wastes, erosion and other potentially polluting practices or conditions.

Pg. 36, #2 - Pleasure boating and marinas - Permit uncovered moorage and encourage the development of temporary docking facilities for visiting boats. Retain the maximum open surface water area possible to facilitate safe and convenient watercraft circulation to the outer harbor line.

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

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

**POLICIES:**

- 1. Marina developments should be designed and constructed to minimize interference with views.
- 2. Marinas should be designed so that they will have minimum interference with public use of the surface of the water and should not extend beyond the Outer Harbor Line.
- 3. Marinas should be designed to provide vessel access consistent with the established



private property and state lease land boundaries.

4. Marinas should be located and constructed so that they minimize harmful effects to the water quality or the aquatic life and habitat.
5. Piers and floats should be designed so that they will have minimum interference with the public use of the water's surface and access along the water's edge.
6. Piers and floats should be designed to accommodate a wide range of uses wherever feasible.
7. Adjoining waterfront property owners should be encouraged to share a common pier or float.
8. Where liveaboard vessels are moored, provisions would be made to transfer waste discharges from vessels to a permitted or approved waste water treatment facility.

#### REGULATIONS:

3. Automobile parking shall be provided by the marina developer at the following ratios: (A) One space for every two berths of moorage less than forty-five feet in length. (B) One space for every berth of moorage forty-five feet or greater.
4. Marinas shall be designed, built, and operated so that no part of a pier or float or moored watercraft extends waterward of the outer harbor line at any time.
7. All moorage, wharves, piers floats and vessels moored at marina facilities shall be located no closer than twelve feet from the property line, either private property or state lease land. Location closer than twelve feet from the property line may be permitted upon the submission to the City of a covenant executed between the property owner/applicant and the adjacent property owner covering the agreement for the joint use of common lot lines, which covenant shall run with the land and be filed with the Pierce County Auditor as a covenant with the land. The intent of this regulation is to provide a minimum ingress/egress of twenty-four (24) feet. All space greater than twenty-four feet in width is intended to be provided by the applicant or through an agreement with the adjacent property owner/lessee.
9. Where moorage is offered in new, expanded or renovated existing marinas, pump-out, holding and/or treatment facilities shall be provided for sewage contained on boats and/or vessels. Such facilities shall be located so as to be conveniently accessible to all boats. The responsibility for the adequate and approved collection and disposal of marina originated sewage, solid waste and petroleum waste lies with the marina operator.

### **3. Zoning Ordinance:**

The existing facility is located within the WM (Waterfront Millville, Section 17.46). Moorage facilities are permitted in this zone.

Respective to boat moorage, Section 17.76 requires the following:

- A. The approval of the City Engineer as to structural integrity and safety.
- B. Moorage must be at least 12 feet from a side property line.
- C. Fences or other obstruction to the view from adjacent properties or the street shall not be permitted.
- D. Parking for activities related to watercraft shall be provided with the following ration of off-street automobile parking spaces to moorage:
  - 1. Moorage/slip less than 45 feet, one space for every two berths.
  - 2. Moorage/slip 45 feet or longer, one space for every berth.
  - 3. All moorage facilities shall provide a minimum of two parking spaces.

#### **Shoreline Management Act (RCW 90.58)**

The Shoreline Management Act provides the legal basis of the goals and objectives of all local shoreline master programs. The Shoreline Management Act finds that:

"In the implementation of this policy the public's opportunity to enjoy the physical and aesthetic qualities of natural shorelines of the state shall be preserved to the greatest extent feasible, consistent with the overall best interest of the state and people generally...

"Alterations of the natural condition of the shorelines of the state, in those limited instances when authorized, shall be given priority for single family residences, ports, shoreline recreational uses including but not limited to parks, marinas, piers and other improvements facilitating public access to shoreline of the state..."

The expanded moorage would be located on a Shoreline of Statewide Significance (RCW 90.58.030(2)(e)(ii)E(iii)) and the following general guidelines (RCW 90.58.020), in order of preference, are stated:

- A. Preserve and protect the state-wide interest over local interest.
- B. Preserve the natural character of the shoreline.
- C. Result in long-term over short-term benefit.
- D. Protect the resources and ecology of the shorelines.
- E. Increase public access to publicly owned areas of the shorelines.
- F. Increase recreational opportunities for the public in the shoreline.
- G. Provide for any other development as defined in RCW 90.58.100 deemed appropriate or necessary.

The proposal provides increased recreational opportunities for the public and is an acceptable use for a Shoreline of Statewide Significance.

**IV. BACKGROUND INFORMATION:**

The Harborview Condominium Marina is a covered marina which, according to an inventory submitted by the applicant listing boats currently moored at the marina, consists of 51 slips with only one slip greater than 45 feet in length. This requires 26 parking stalls under the current zoning code regulations. Right now, there are 31 stalls on-site, two of which do not meet the minimum stall size of 9 X 19. The applicant has submitted an inventory of boats currently being moored at the marina including the following:

There are currently 4 liveboards at the marina but there are no pump-out facilities for sewerage disposal. The updated Shoreline Master Program requires pump out facilities for all new, expanded or renovated facilities (pg. 33, #9).

To the north of the applicant's lease area is a non-leasable area call a navigation corridor. The corridor was defined by the Department of Natural Resources when Mr. Pete Darrah requested approval to expand his moorage facility. Concerns were expressed at that time that further development in this area would severely limit access to existing moorage facilities. The navigation corridor extends up to Harborview Marina's north property line but does not include lease area east of the Marina. In effect, the navigation corridor will have no impact on development plans for the Harborview Marina.

**V. REQUEST/PROJECT DESCRIPTION:**

The current request is to add three new uncovered slips of 20 X 60 feet. The slips would be added to the end of the existing dock and would result in the loss of the 76 foot slip at the end of the current dock. The net result - two new slips would be created.

**VI. PUBLIC NOTICE:**

The property was posted and legal notice was sent to property owners within 300 feet of the property on November 4, 1994 and to the Peninsula Gateway for publication on October 5, 1994 and October 12, 1994. As of November 9, 1994, the only formal input received has been from the Department of Fish and Wildlife stating the concerns over the use of creosote in the aquatic environment. They have requested that concrete, steel or recycled plastic piles be used instead of creosote treated wood piles.

**VII. ANALYSIS:**

The proposed development meets all zoning requirements pertaining to parking and setbacks and is consistent with the stated goals and policies in the Shoreline Master Program with the exception of the required pump-out facility. A pump-out will be required as part of this development. The planning staff has no other concerns with this proposal.

Additional Staff and/or agency comments are as follows:

1. Building Official:
  - i. The marina fire flow system must be upgraded to provide the protection required under section (6), Appendix II-C, 1991 Uniform Fire Code. Hose stations, fire lines, cross connection control and fire department connections must be provided.
  - ii. A street fire hydrant must be made available within 150 feet of the Marina and fire department connection.
  - iii. A knox box will be required for the gate key if one is not already provided.
  - iv. A complete plan review will be completed upon submittal of plans for a building permit.
2. Public Works: (no comments)
3. SEPA Responsible Official: The SEPA Responsible Official has determined that this application is exempt from SEPA review as per WAC 197-11-800-1-a-i.

#### **VIII. FINDINGS:**

Based upon a site inspection and the analysis contained in Part VII of this report, the Staff finds that the proposed development meets the general goals and policies for development of the shoreline as stated in Part 2 of the City's Shoreline Master Program, and also the specific goals and policies for marina development stated in Part 3.11 of the Shoreline Master Program, with the exception of the requirement for a pump-out facility.

#### **IX. RECOMMENDATION:**

The staff recommends approval of the requested substantial development shoreline permit allowing 3 new slips of 20 X 60 feet, subject to the following conditions:

1. Except for the moorage indicated on the submitted site plan, no other moorage is permitted, e.g., no vessels shall be tied to the side of the dock in the required side yard

setback and no vessels shall be tied to the end of the dock extending beyond the outer harbor line.

2. The new slips shall not be covered.
3. Prior to permit issuance, a pump-out facility plan shall be submitted to and approved by the Gig Harbor Public Works and Planning Departments. The pump-out shall be conveniently accessible to all boats. The pump-out facility shall be installed and operational prior to issuance of an occupancy permit.
4. The project shall comply with all HPA requirements as determined by the Department of Fisheries.
5. The marina fire flow system must be upgraded to provide the protection required under section (6), Appendix II-C, 1991 Uniform Fire Code. Hose stations, fire lines, cross connection control and fire department connections must be provided.
6. A street fire hydrant must be made available within 150 feet of the Marina and fire department connection.
7. A knox box will be required for the gate key if one is not already provided.
8. A complete plan review will be completed upon submittal of plans for a building permit.

Project Planner: Steve Osguthorpe, Associate Planner



Date: 11-10-94

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

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**APPLICANT:** Charles L. Hunter  
**CASE NO.:** SDP 94-05  
**LOCATION:** 3219 Harborview Drive  
**APPLICATION:** Request for approval of a substantial development shoreline permit to allow the expansion of Harborview Marina.

**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 Hunter application was opened at 5:00 p.m. November 16, 1994, in City Hall, Gig Harbor, Washington, and closed for oral testimony at 5:22 pm. The hearing was held open administratively until 5:00 p.m. on November 30, 1994. 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.

**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, along with a letter submitted by Robert Frisbie. He also entered into the record a revised plan submitted by the applicant and said he had just received it and has not had an opportunity to review it. He asked that the hearing be continued administratively so he could review it and submit an addendum to the staff report.

From the Applicant:

Charles Hunter, Applicant, said he prepared the revised drawing and said there is 60 feet between the existing Harborview dock and the Ross dock and the proposal would have a minimum of a 56 feet between the two docks. He noted that the revised plans resulted in a slightly reduced size of dock from the original plan which was submitted earlier. He said the owners of the Harborview Marina had no objections to a requirement which would prohibit any moorage on the northwest side (Ross side) of the new dock.

Tom Semon, one of the owners of the Harborview Marina, said the owners want to be able to moor a boat on the end of the new dock, but planned to stay within the harbor line. He said that the owners wanted to be able to complete the permit review process now, but said they did not plan to construct the addition to the dock until after the harbor line is clearly established in early 1995.

From the Community:

Adam Ross, Jr. said he had no objections if conditions are met to preserve the open area so he can maneuver his boat into his dock.

#### WRITTEN COMMENTS:

Written comments were submitted by two members of the community and submitted into the record at the public hearing. During the administrative continuance, staff prepared a memorandum on 11/22/94 which was given to the applicant for a response. The written response from the applicant was due on 11/30/94, but was not prepared and submitted until 12/2/94 (after the administrative continuance had ended).

Robert Frisbie submitted a letter in which he said he wanted to insure that the review process for this application (which is the first application under the revised Shoreline Master Program) is complete. He also requested that this application be tabled until the Department of Natural Resources produces a recorded survey locating the outer harbor line which will not be available until December 1994 or January 1995 (see Exhibit B)

Adam Ross expressed concern that if boats were to be moored on the western side of the marina extension it could restrict access to his moorage. He requested that a condition of approval for the expansion be that no vessels be allowed to moor on the western side of the floats (see Exhibit D).

#### 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 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 a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.

- B. Staff recommended approval of the original request, subject to conditions (Exhibit A).

After review of the revised plan, staff recommendd that the conditions of approval be modified because staff believed the revised proposal does not meet the requirements of the Gig Harbor Shoreline Master Program. The principal issue focused on the proposed moorage at the end of the dock and its proximity to the outer harbor line (Exhibit E). The memo stated that staff is not support of a moorage arrangement which depends upon a vessel's size, shape and position in the slip to conform to code requirements as it would result in an enforcement problem.

## II. CONCLUSIONS:

- A. The information prepared by the Planning Staff and contained in Section VII of the Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
- B. The proposal is a minor modification and expansion of an existing marina and therefore should not trigger all of the requirements of the revised Shoreline Master Program (i.e. landscaping, etc.)

The location of the outer harbor line will determine whether the expansion will be for two or three slips. The proposed expansion would provide only minimal width for the 60 foot long slips and finger piers and based upon the revised plan (Exhibit C) would provide inadequate width for a typical 60 foot long vessel at the end of the dock unless that vessel was positioned just right. Staff is correct that approval of the moorage as proposed would in all likelihood result in enforcement problems.

Therefore, I concur with staff that any moorage on the end of the proposed dock expansion should be allowed only if a typical 60 foot long vessel can be moored in either direction oat the end of the dock with no portion of the vessel extending beyond the outer harbor line.

- C. The request from Adam Ross and the agreement from the applicants that no moorage should be allowed on the northwest side (Ross side) of the dock is reasonable and should be made a condition of approval.



### III. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, it is recommended that the substantial development permit to allow up to three new 20 x 60 foot slips be approved, subject to the following conditions:

1. Except for the moorage indicated on the submitted site plan, no other moorage is permitted, e.g. no vessels shall be tied to the side of the dock in the required side yard setback and no vessels shall be tied to the end of the dock unless the applicants can document that at least 18 feet exists between the outer harbor line and any portion of the dock.
2. The new slips shall not be covered.
3. Prior to permit issuance, a pump-out facility plan shall be submitted to an approved by the Gig Harbor Public Works and Planning Departments. The pump-out shall be conveniently accessible to all boats. The pump-out facility shall be installed and operational prior to issuance of an occupancy permit.
4. The project shall comply with all HPA requirements as determined by the Department of Fisheries.
5. The marina fire flow system must be upgraded to provide the protection required under section (6), Appendix II-C, 1001 Uniform Fire Code. Hose stations, fire lines, cross connection control and fire department connections must be provided.
6. A street fire hydrant must be made available within 150 feet of the Marina and fire department connection.
7. A knox box will be required for the gate key if one is not already provided.
8. A complete plan review will be completed upon submittal of plans for building permit.
9. Signs shall be placed on the northwest side of the expanded moorage facility stating "no moorage allowed".

Dated this 14th day of December, 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 NOVEMBER 16, 1994  
HEARING OF THE HUNTER  
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing were: Steve Osguthorpe, representing the City of Gig Harbor, Charles Hunter, the applicant; Tom Semon, on of the owners of the subject dock; and Adam Ross, Jr., a neighbor.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

- A. Planning Staff's Advisory Report, with attachments.
- B. Letter from Robert Frisbie, dated 11/15/94
- C. Revised Plans
- D. Letter from Adam Ross, Jr., dated 11/16/94
- E. Memo from Steve Osguthorpe, dated 11/22/94

**PARTIES OF RECORD:**

Charles Hunter  
P.O. Box 410  
Gig Harbor, WA 98335

Robert Frisbie  
9720 Woodworth Avenue  
Gig Harbor, WA 98332

Harborview Condominium Owners  
Association  
3219 Harborview Drive  
Gig Harbor, WA 98332

Tom Semon  
13029 Pt. Richmond Beach Road  
Gig Harbor, WA 98335

Adam Ross Jr.  
P.O. Box 638  
Gig Harbor, WA 98335

RECEIVED

JAN 30 1995

CITY OF GIG HARBOR  
HEARING EXAMINER RECONSIDERATION OF RECOMMENDATION  
FILE NO. SDP 94-05  
(HUNTER)

---

I. FINDINGS:

- A. John Paglia, Attorney for Adam and Maxine Ross, aggrieved adjacent property owners; and Gregory Clark, secretary of the Harborview Condominium Owners Association both requested reconsideration of my recommendation on File No. SDP 94-05.
- B. Mr. Paglia seeks reconsideration because he contends the existing Harborview Marina is a non-conforming structure because it fails to meet the City's setback requirements and therefore cannot be increased in size unless it is brought into conformance with the regulations.

Additionally, he contends, the marina is in conflict with Shoreline policy 3.01.2 which states:

Shoreline developments should provide visual access to the water. (See Reconsideration Exhibit A).

- C. Gregory Clark contends the amended site plan more than satisfies all setback and other regulations and therefore should be approved as submitted and he stated the Harborview Condominium Owners Association would go on record that they will not moor any vessels outside their designated lease area.

He requested that the Shoreline Permit be issued as depicted on their amended site plan. See Reconsideration Exhibit B.

- D. No information was submitted at the hearing which suggested that the Harborview Marina structure itself was non-conforming and did not meet the setback requirements. In fact, the first paragraph of Section VII of the staff report dated November 16, 1994, stated:

"The proposed development meets all zoning requirements pertaining to parking and setbacks and is consistent with the stated goals and policies in the Shoreline Master Program with the exception of the required pump-out facility. A pump-out will be required as part of this development. The planning staff has no other concerns with the proposal.

II. CONCLUSIONS:

- A. Mr. Paglia, in his request for reconsideration, has contended that the existing marina does not meet the setback requirements, but he did not offer any substantive information which would indicate that the existing marina structure is in fact a non-conforming structure. If the existing structure does not meet the setback requirements, it is difficult to believe that information could not be reasonably available at the hearing, which has been held on this case.

In his notation of Shoreline Policy 3.01.2, he fails to acknowledge that the marina is already in existence and the request is merely to extend the marina a short distance and that the extension will have little or no impact on visual access to the water from the shoreline in front of the Harborview Marina.

- B. In his letter, Mr. Clark basically restated arguments which were made at the hearing by the Harborview Marina representative Mr. Charles Hunter.

C. Neither request for reconsideration provided any information which showed that the decision of the Examiner was based on erroneous procedures, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonable available at the hearing. Therefore, both of the requests for reconsideration should be denied.

### III. DECISION:

Based upon the foregoing findings and conclusions, both of the requests for reconsideration are denied.

Dated this 26th day of January, 1995.



Ron McConnell  
Hearing Examiner

### 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.

### RECONSIDERATION EXHIBITS:

- A. Request for reconsideration from John Paglia, Attorney for Adam and Maxine Ross, dated December 23, 1994
- B. Request for reconsideration from Gregory Clark, received December 27, 1994.

Charles Hunter  
P.O. Box 410  
Gig Harbor, WA 98335

Robert Frisbie  
9720 Woodworth Avenue  
Gig Harbor, WA 98332

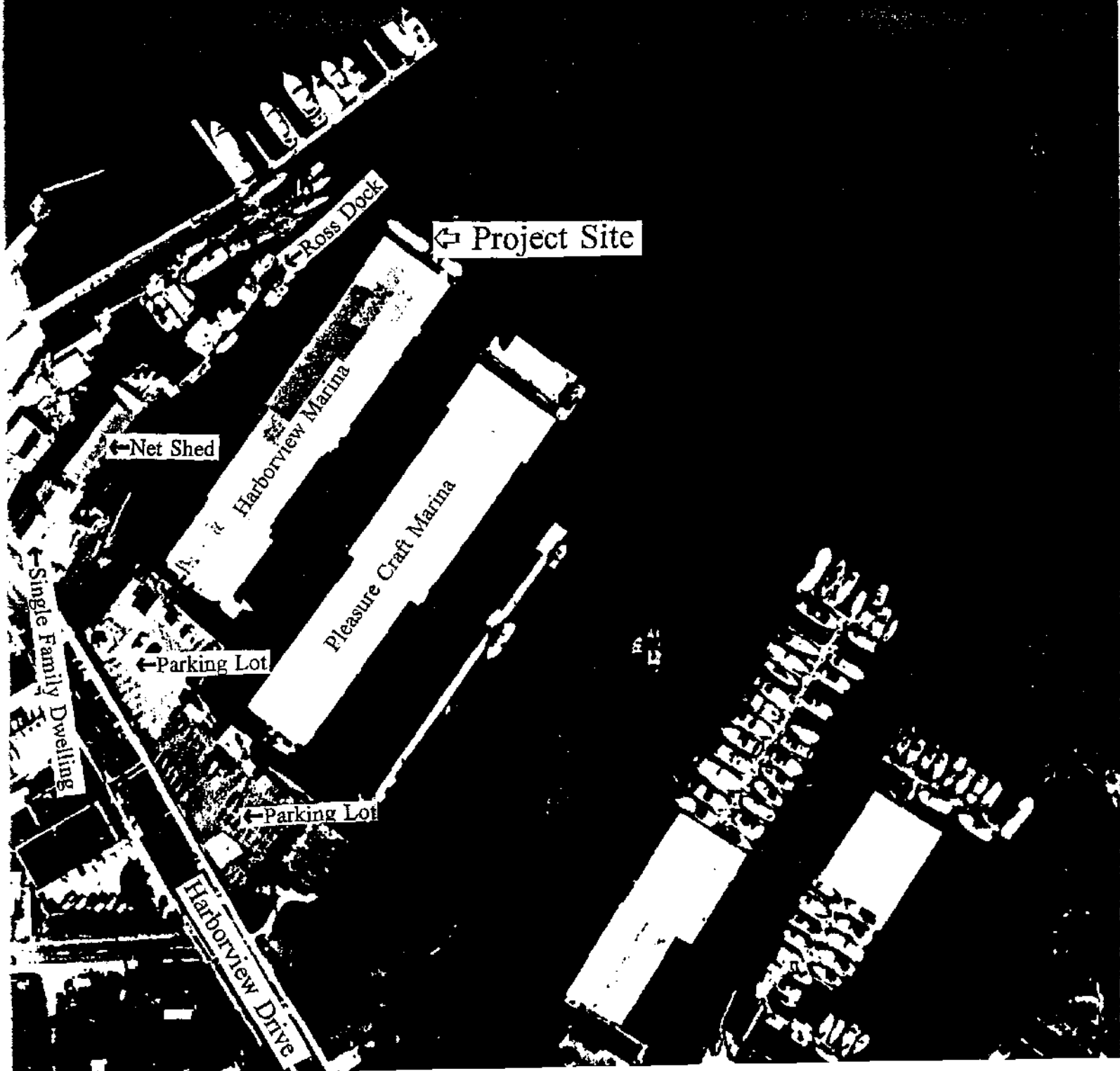
Harborview Condominium Owners  
Association  
3219 Harborview Drive  
Gig Harbor, WA 98332

Tom Semon  
13029 Pt. Richmond Beach Road  
Gig Harbor, WA 98335

Adam Ross Jr.  
P.O. Box 638  
Gig Harbor, WA 98335

John Paglia  
Suite 304 Professional Building  
705 South 9th Street  
Tacoma, WA 98405

Harbor View Marina Expansion  
Adjacent Structures  
Scale: 1" = 150 feet



← Project Site

← Ross Dock

← Net Shed

← Harborview Marina

← Pleasure Craft Marina

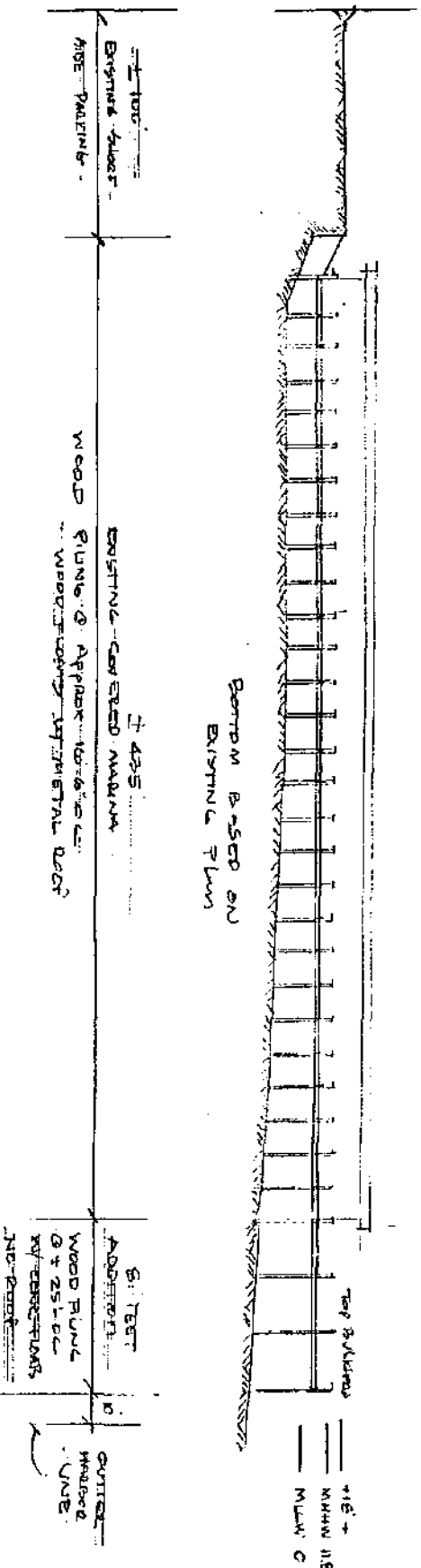
← Single Family Dwelling

← Parking Lot

← Parking Lot

← Harborview Drive





BOTTOM BASED ON  
EXISTING PLUM

1/2" +  
MINIMUM 1/8"  
MIN. 0

**TYPICAL SECTION Q-Q EXISTING**

SCALE 1"=50'



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

TO: MAYOR OF GIG HARBOR

DATE: 2/03/95

RE: TRANSFER APPLICATION  
 from KNAPP, GALE ALLEN  
 KNAPP, TONI MARIE  
 dba GABE'S RISTORANTE ITALIANO

APPLICANTS:

WAMBOLD, MARK HENRY  
 02-09-65 432-80-7517  
 WAMBOLD, KYONG MI  
 04-18-65 533-72-6519

License: 078190 - 2A County: 27

Tradename: THE GREEN TURTLE  
 Loc Addr: 2905 HARBORVIEW  
 GIG HARBOR WA 98335

Mail Addr: PO BOX 2591  
 GIG HARBOR WA 98335-2591

Phone No.: 206-858-8878

Classes Applied For:  
 C Wine on premises  
 D Beer by open bottle only - on premises

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

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 2/03/95

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
FOR EXPIRATION DATE OF 4/30/95

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 GAIR, LINDA H	THE KEEPING ROOM (CANDLES & WINE, ETC.) 3106 HARBORVIEW GIG HARBOR WA 98335 0000	357737	F

MAYOR'S REPORT  
February 9, 1995



## EMERGENCY PREPAREDNESS

A wake up call for the entire Puget Sound Region shook loud and clear on February 4th when a 5.0 earthquake was felt by thousands of folks in our area. That's good, because most of our population had never experienced a quake. They now know how it feels and will be ready to respond appropriately during the next one, if they are prepared.

If the predictions hold true and we experience a 7.0 or greater, this community and each family on the peninsula will be required to "be on their own" for at least seven days. There may be no power, freeway and other access roads may collapse, and phone lines will be jammed. Each person in a neighborhood will need to be prepared to care for one another.

The Gig Harbor-Key Peninsula Emergency Preparedness Committee is a volunteer organization of retired professionals who are offering their time and experience in educating neighborhoods in survival strategy. I urge each councilmember and staff to activate your neighborhood in a plan of survival.

Shirley Rettig, the volunteer presenter from the Emergency Preparedness Committee, may be reached by calling 857-5694. The committee tries to reimburse Shirley for her expenses by asking for volunteer donations at the educational sessions.

Four neighborhoods within the city have accepted the challenge of preparation, and the Olympic Village Business Association has offered the education to its members.

The Gig Harbor-Key Peninsula Emergency Preparedness Committee also offers visual assessment of your structure. They can point out particularly dangerous areas and areas that probably would be most secure. Their assessment is based upon the experience of collapse in other earthquake-prone areas. If you would like your structure to be assessed, you may call Len McAdams at 851-1143 or Ray Zimmerman at 851-2731. A donation to the committee would be appreciated.

City Hall passed the review with a grade of fairly safe because it is a wooden structure. We still need to secure the filing cabinets, bookshelves and computers in position. The staff has participated in a CPR and first Aid certification program and each staff member hopefully has made a plan with his/her family.

Each department was asked to think about what responsibilities would fall on their staff members if a quake happened during working hours. What should the response be during off hours? My request now is for each department to bring forth a written report detailing an action plan.

I'm told by Peninsula Light that their first efforts will be to restore power to service centers (businesses) and areas of higher population so we are in pretty good shape. We may have water

where other areas may not and we may need to share.

Fire District #5 is building a secure (as secure as can be) Emergency Command Center at the Swede Hill Station site. Peninsula Light is also taking the lead in activating KGHP as our one and only avenue of communication to the 40,000 people on the Peninsula. We cannot depend upon a Seattle station to broadcast details of our special needs.

Peninsula School District and the Parents Organization are planning for the students and families. Emergency information can be found on page A-35 in our Gig Harbor phone book and on page EZ35 in the Tacoma U.S. West phone book.

The bridge will be closed in the event of large quakes. Surviving boats may be pressed into service. Boaters are asked to keep their fuel and water tanks full. Automobile tanks should be refilled when half empty and a survival kit should be in every automobile.

Twenty-two quakes of less than 3.0 have happened in our area since the first of the year. They are happening almost every day. Some we feel, most we do not.

We hope we will never have to implement our plan, but I feel we would be negligent as civic leaders if we do not take the lead and be an example to follow in earthquake preparedness.

I wish to publicly thank the Fire District, Peninsula School District, Peninsula Light Company, PTI, the Sheriff and Police Departments, the State Patrol, the American Red Cross, and the Department of Transportation for coordinating their plans through the Gig Harbor Key Peninsula Emergency Preparedness Committee. A special thanks must go to the Peninsula Gateway and the News Tribune for keeping us all up to date.

# Peninsula preps for great

Area residents get ready for life without their bridges, if

Linda Woo  
The News Tribune

Peninsula residents have one more reason to be prepared for a major disaster. The Narrows Bridge.

"Everybody agrees the Peninsula is in a tenuous situation," said Ray Zimmerman, chairman of the Gig Harbor-Key Peninsula Emergency Preparedness Committee. "In a serious earthquake," he said, "the bridge most certainly will be closed for a period of time."

Whether the bridge would remain standing is one thing, but officials say the highway likely would be closed for inspection and repairs after a major disaster.

"Approaches to both sides could be damaged, so we can't get on the bridge, even if it's still standing," Zimmerman said. "We'll be isolated from Pierce County and emergency assistance will not be able to get to us."

And folks aren't ready, he said.

"Generally speaking, there's a thing called denial syndrome," Zimmerman said. "It's bad news and I don't want to hear it."

If the quake in Kobe, Japan, wasn't enough to rattle people, the recent 5.0 jolt Jan. 28 should have, said Shirley Rettig, who coordinates emergency preparedness programs for neighborhoods the Peninsula.

"We're probably the No. 1 best prepared area in the state," Rettig said. "But we've got a long way to go, a real long way."

And while no major injuries were reported on the Peninsula, the close-to-home threat should get people thinking, she said. "We're long overdue for our big earthquake," Rettig said. "We could be looking for isolation for two to three weeks in Gig Harbor and three to four weeks in Key Peninsula."

"Basically, we're looking at surviving

## TIPS ON SURVIVING AN EARTHQUAKE

### Basic advice to follow during the quake:

- Stay calm.
- Inside: Stand in a doorway or crouch under a desk or table, away from windows or glass dividers.
- Outside: Stand away from buildings, trees, telephone and electric lines.
- On the road: Drive away from underpasses/overpasses; stop in safe area; stay in vehicle.

### Basic advice to follow after the quake:

- Check for injuries; provide first aid.
- Check for safety. This means checking for gas, water and sewer breaks; checking for downed electric lines and shorts; turning off appropriate utilities; and checking for building damage and potential safety problems during aftershocks such as cracks around chimney and foundation.
- Clean up dangerous spills.
- Wear shoes.
- Turn on the radio and listen for instructions from public safety agencies.
- Don't use the telephone except for emergencies.

### Survival items to keep on hand:

- Portable radio with extra batteries.
- Flashlight with extra batteries.
- First-aid kit - including specific medicines needed for members of your household.
- First-aid book.

- Fire extinguisher.
- Adjustable wrench for turning off gas and water.
- Smoke detector properly installed.
- Portable fire escape ladder for homes/apartments with multiple floors.
- Bottled water sufficient for the number of members in your household.
- Canned and dried foods sufficient for a week for each member of your household. Emergency water and food rations should be periodically rotated into household supplies and replaced with fresh items. Canned goods have a normal shelf-life of one year for maximum freshness.
- Non-electric can opener.
- Portable stove such as butane or charcoal. Be sure you don't use any kind of stove that requires a flame until you're certain there are no gas leaks in the area. Charcoal should be burned only outdoors. Use of charcoal indoors can lead to carbon monoxide poisoning.
- Matches.
- Telephone numbers of police, fire and doctor.

### Three things you need to know:

- How to turn off gas, water and electricity.
- How to give first aid.
- Plan for reuniting your family.

Source: American Red Cross

on our own," she said. "There'll be no one to help us but our neighbor."

Needing consideration are waterfront homes, houses perched on hillsides, those

in remote rural areas, as well as the elderly and the young, Rettig said.

Connections between Key Peninsula and Gig Harbor also might be cut.

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DENNIS RICHARDS  
Chief of Police

City of Gig Harbor Police Dept.  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

JANUARY 1994

	JAN 1995	YTD 1995	YTD 1994	%chg to 1994
CALLS FOR SERVICE	<u>312</u>	<u>312</u>	<u>243</u>	+ <u>52</u>
CRIMINAL TRAFFIC	<u>21</u>	<u>21</u>	<u>21</u>	<u>0</u>
TRAFFIC INFRACTIONS	<u>78</u>	<u>78</u>	<u>93</u>	- <u>16</u>
DUI ARRESTS	<u>4</u>	<u>4</u>	<u>3</u>	+ <u>33</u>
FELONY ARRESTS	<u>8</u>	<u>8</u>	<u>2</u>	+ <u>300</u>
MISDEMEANOR ARRESTS	<u>19</u>	<u>19</u>	<u>16</u>	+ <u>18</u>
WARRANT ARRESTS	<u>11</u>	<u>11</u>	<u>14</u>	- <u>21</u>
CASE REPORTS	<u>61</u>	<u>61</u>	<u>48</u>	+ <u>27</u>