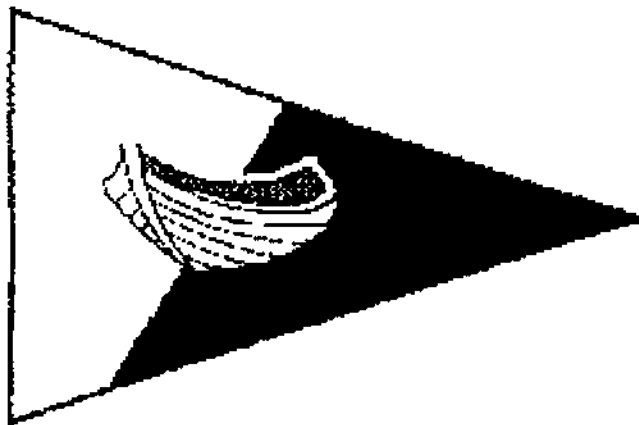


**GIG HARBOR  
CITY COUNCIL MEETING**



**MARCH 14, 1994**

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
MARCH 14, 1994**

**PUBLIC COMMENT/DISCUSSION:**

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE:**

**OLD BUSINESS:**

1. Final Reading - Business License Ordinance and Fee Resolution.
2. Second Reading - Amendment to Zoning Code - Fence Standards.
3. Resolution - Request to Amend Site Plan 93-02 - Gig Harbor Car Wash II.

**NEW BUSINESS:**

1. First Reading - Hearing Examiner Recommendation: Zoning Map Correction.
2. Professional Service Contract: Comprehensive Plan EIS - Beckwith Consulting Svcs.
3. Request for Time Extension - SPR 92-01/VAR 92-02 - Ribary Dental Clinic.
4. Special Occasion Liquor License - Double Diamond Dancers.
5. Liquor License Renewals - Eagles, Rib Ticklers, & The Tides.

**DEPARTMENT DIRECTORS' REPORTS:**

1. Dennis Richards - Swearing in of Reserves.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

**APPROVAL OF PAYROLL:**

**EXECUTIVE SESSION:**

**ADJOURN:**

**REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 28, 1994**

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

**PUBLIC COMMENT:** No public comment.

**SPECIAL PRESENTATION:** Mr. Raymond Day Jr., Coordinator for the Pierce County Health Department Community and Government Relations Division, came to speak before council about services. He passed out an informational flyer that explained several services performed by the Health Department and explained that commitment by the Health Department the last couple of years has led to a better tracking system of the areas served, and as they become more sophisticated, it will even further streamline their ability to track clients and the areas where they are served. He added this will increase the Health Department's ability to make their services more cost effective and enable them to correctly charge the areas served on a per-client basis.

Councilmembers voiced concern that the City of Gig Harbor was being charged for services performed in the County, due to the method of tracking a client by their zip code. Mr. Day was asked to check on charges to the City for septic system checks, dental education in schools, and food safety services to make sure all we were being charged for were being performed within city limits. He will provide this information a later date.

**CALL TO ORDER:** 7:24 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of the last council meeting as submitted.  
Stevens Taylor / Ekberg - unanimously approved.

**CORRESPONDENCE:** None presented.

**OLD BUSINESS:**

1. **Second Reading - Business License Ordinance and Fee Resolution.** Mark Hoppen presented the second reading of this ordinance to refine the business license process. Councilmembers were concerned that there was not sufficient language to ensure compliance and asked that the ordinance be modified and brought back for a final reading.

**MOTION:** Move to continue this ordinance to the next meeting.  
Stevens Taylor / Picinich - unanimously approved.

2. **OCS Contract - Municipal Court & G.H. Police.** Mark Hoppen presented these contracts and explained both contracts were identical in content. Catherine Washington, Court Administrator, answered council questions about the frequency of use and the necessity for future use of this software support.

**MOTION:** Move approval of the OCS software support services contracts.  
Stevens Taylor / Ekberg - three voting in favor. Councilman Platt voting against.

3. Little League Agreement for Use of City Park. Mark Hoppen introduced Brad Carpenter, who made a presentation to council and explained the need to "borrow" the city park until a permanent facility could be built. He explained that the permanent facility on Burnham Drive should be up and going by June. He added this would be a public park and open to the community.

Mark Johnston, President of Gig Harbor Little League, gave Councilmembers a pamphlet explaining their liability insurance coverage and health coverage indemnifying the City.

**MOTION:** Move we enter into an agreement allowing Gig Harbor Little League to use the City Park.  
Platt / Stevens Taylor - unanimously approved.

**NEW BUSINESS:**

1. Utility Extension Capacity Agreement - Gig Harbor Retirement Center. Mark Hoppen presented this sewer request from the Gig Harbor Retirement Center. He explained that they were part of ULID #2, and making payments to sewer, and that the recent ordinance reflects the various land use and annexation provisions which should apply to all utility extensions outside city limits.

**MOTION:** Move to approve the contract as stated with the addition that it be subject to review of flow after the first year of operation and reassessed as appropriate.  
Stevens Taylor / Ekberg - Councilmembers Stevens Taylor and Ekberg voting in favor, Councilmembers Platt and Picinich voting against. Mayor Pro-Tem Markovich voted in favor breaking the tie.

2. First Reading - Amendment to Zoning Code - Fencing Standards. Ray Gilmore presented the first reading of this amendment to the zoning code regarding fencing standards. He explained the intent of the ordinance to allow additional types of fence materials within city limits. There were no public comments, so the public hearing portion of this first reading was closed.
3. Hearing Examiner Recommendation - SPR 93-05 Heartwood Homes (15-unit motel). Ray Gilmore and Steve Osguthorpe presented information on this request for site plan approval of the proposal of a 15 room motel located at 3212 Harborview Drive. They told council that all references to "gazebo" in the HEX recommendation be changed to reflect "deck area."

*Bob Mitton - 5500 Soundview Drive. Mr. Mitton explained the need for a deck area for people who may want their family to meet them in the summer and want a place to sit and visit. He added that no final decision on 24-hour on-site management had been*

reached. He said he had been working with the neighbors who were concerned about excessive noise, and that he didn't see the deck area a being a big problem.

Larry Williams - 1127 7th Ct. Fox Island - Mr. Williams reinforced what Mr. Mitton had said about the deck. He added that no decision on building materials had been finalized.

**MOTION:** Move to approve Resolution #409 with changes reflecting changing the "gazebo" to "deck area."  
Stevens Taylor / Platt - unanimously approved.

4. Request to Extend Preliminary Plat - Silverwood (Michael Crum.) Ray Gilmore presented this request to extend preliminary plat approval for the Silverwood addition for one year and recommended granting the one year extension making the revised plat expiration date May 31, 1995.

Mike Crum - 7501 Stinson - Mr. Crum assured council his intent to stay involved with the project.

**MOTION:** Move to adopt Resolution #410 granting the one-year preliminary plat extension.  
Platt / Ekberg - unanimously passed.

5. Request to Amend Site Plan 93-02 - Gig Harbor Car Wash II. Steve Osguthorpe presented this amendment to the approved site plan for a car wash located at 6750 Kimball Drive. The revision consists of deleting 3434 square feet of retail space in favor of a 1948 square feet "drive-thru" automotive service bays. He read the five recommended conditions suggested by staff for the revision.

Phil Arenson - 105 Raft Island - Mr. Arenson explained the proposed changes and asked staff why the "one-owner or a new traffic study" provision was included. Staff explained it was due to traffic impact concerns that would arise from multi-ownership businesses.

Ken Snodgrass - 84th Ave Fox Island - Mr. Snodgrass is the project architect for this proposed facility. He explained the changes to the site plan adding that they made a queuing area in lieu of parking stalls.

Councilmembers asked several questions of the applicant. Ben Yazici asked the applicant to obtain supplemental traffic impact information to be sure they are assessed the correct amount for the Kimball Drive/Pioneer Way Intersection improvements. The applicant's agreed to this.

**MOTION:** Move the site plan amendment be postponed until the next regular meeting and the supplemental traffic study had been submitted for consideration.  
Ekberg / Platt - unanimously approved.

6. Resolution - Public Works Small Works Roster. Ben Yazici asked for adoption of a

resolution establishing a Small Works Roster process to award public works' contracts between \$30,000 and \$100,000 and for the purchase of supplies, materials, and equipment between \$7,500 and \$15,000.

**MOTION:** Move to adopt Resolution #411 establishing a Small Works Roster process.  
Platt / Ekberg -

Councilman Platt asked if it would be possible to change the resolution to read "any purchase over \$3,500." Mr. Yazici requested that the resolution be left as is, and that he would supply Councilmembers with copies of the three bids for any purchases between \$3,500 and \$7,500, but not to included these purchases in the small works roster process.

**AMENDED MOTION:** Move to amend the motion to provide council with copies of three bids for any purchase over \$3,500, but not required for the Small Works Roster.  
Platt / Ekberg - unanimously approved.

**DEPARTMENT DIRECTORS' REPORTS:** None scheduled.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Thursday, March 3rd - County Council's Recommendations on the East/West Road. 7 - 9 p.m. at the Peninsula High School Auditorium.

**APPROVAL OF BILLS:**

**MOTION:** To approve Bill Vouchers #11859 through #11896, in the amount of \$20,582.74.  
Platt/Stevens Taylor - unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to go into Executive Session for discussion of a legal matter for approximately 15 minutes.  
Stevens Taylor / Platt - unanimously approved.

**MOTION:** Move to return to regular session.

**ADJOURN:**

**MOTION:** To adjourn at 9:40 p.m.  
Stevens Taylor/Markovich - unanimously approved.

Cassette recorder utilized.  
Tape 342 Side B 189 - end.  
Tape 343 Side A 000 - end.  
Tape 343 Side B 000 - end.  
Tape 344 Side A 000 - end.  
Tape 344 Side B 000 - 293.

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Mayor

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City Administrator



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: BUSINESS LICENSE ORDINANCE**  
**DATE: MARCH 10, 1994**

### **INTRODUCTION/BACKGROUND**

Attached is the third reading of an ordinance which refines the business licensing process. The text from the second reading has been strengthened in the area of enforcement. The language in this area has been recommended by legal counsel.

The current code is incomplete in several areas in regards to business licensing, and the licensing process is referenced in two different locations in the code. This ordinance will combine the licensing regulations under one title.

### **POLICY**

This policy format provides for the alteration of business license fees by resolution. References to non-transferability, disclaimers of city liability, prohibited uses, general qualifications, procedures for approval or denial, or for suspension or revocation, as well as enforcement penalties both civil and criminal are all explicit in this third reading of the ordinance.

### **RECOMMENDATION**

This is the last available reading of this ordinance or by GHMC the process starts anew. Staff recommends approval of the ordinance and the accompanying fee resolution. The related fee resolution is attached and requires a separate motion.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GENERAL BUSINESS LICENSING, DESCRIBING THE PROCESS FOR BUSINESS LICENSING APPLICATION, REVIEW, APPROVAL, AND APPEALS, SETTING FEES FOR INITIAL APPLICATION AND RENEWAL, DEFINING VIOLATIONS AND PROVIDING PENALTIES; AMENDING GIG HARBOR MUNICIPAL CODE TITLE 5 TO ADD A CHAPTER 5.01; AND REPEALING GHMC SECTIONS 3.16.030; 3.16.031; 3.16.040; AND 3.16.080; AND REPEALING GHMC SECTION 5.12 - MERCHANT PATROLMEN PURSUANT TO RCW 18.170.140.**

WHEREAS, the City of Gig Harbor has inadequate guidelines for the regulation and licensing of business and occupations, and

WHEREAS, it is necessary to establish these guidelines for the purpose of insuring adherence to municipal regulations, and

WHEREAS, in order to insure uniformity in licensing, and to be more administratively efficient, these guidelines will appear in whole under Title 5 Business and Occupation Licenses and Regulations rather than under Title 3 Chapter 3.16 Business and Occupation Tax; and

WHEREAS, the State has preempted the licensing of Security Guards and Merchant Patrolmen pursuant to RCW 18.170.140, it is necessary to repeal Chapter 5.12 of the Gig Harbor Municipal Code;

NOW, THEREFORE,

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

Section 1. Chapter 5.01 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**Chapter 5.01**

**PURPOSE AND POLICY**

**Sections:**

- 5.01.010 Definitions.**
- 5.01.020 Requirements.**
- 5.01.030 Exemptions.**

- 5.01.040 Transferability.**
- 5.01.050 Disclaimer.**
- 5.01.060 Prohibited Use.**
- 5.01.070 General qualifications.**
- 5.01.080 Application procedure.**
- 5.01.090 Renewal.**
- 5.01.100 Businesses outside city limits.**
- 5.01.120 Approval or denial.**
- 5.01.130 Suspension or Revocation.**
- 5.01.140 Exercise of power.**
- 5.01.150 Inspections - Right of Entry.**
- 5.01.160 Notice and Order.**
- 5.01.170 Civil Penalty.**
- 5.01.180 Criminal Penalties.**
- 5.01.190 Additional Relief.**

**5.01.010 Definitions.** For the purposes of this Chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein.

- A) "Business" included all activities, occupations, pursuits or professions located and/or engaged in within the city with the object of gain, benefit or advantage to the licensee or to another person or class, directly or indirectly, whether part-time or full-time. Each business location shall be deemed a separate business. Utility companies are defined as businesses.
- B) "Person" means any individual, firm, partnership, company, corporation, association, receiver, assignee, trust, estate, joint venture, group, joint stock company, business trust, society or any group of individuals acting as a unit.
- C) "Licensee" means any business granted a business license by the city.
- D) "Premises" includes all lands, structures and places, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.
- E) "City license officer" is the City Administrator or his/her designee.

**5.01.020 Requirements.** It is unlawful for any person, firm, or corporation to engage in or carry on within the city any business, profession, trade or occupation designated in this chapter without first having obtained from the city a license to do so. All licenses issued pursuant to the provisions of this ordinance shall be posted in a prominent location at the premises where the license business, profession, trade or occupation is carried on. In addition to the business license other permits or licenses may be required for certain businesses.

**5.01.030 Exemptions.** All businesses operated not-for-profit shall be exempt from paying a business license fee upon application and satisfactory proof to the city license officer of said not-for-profit status.

**5.01.040 Licenses not transferable.** No license issued under the provisions of this chapter shall be transferable or assignable. When a business changes ownership, or upon substantial change in the type of business operated, a new business license shall be required.

**5.01.050 Disclaimer of city liability.** Issuance of a license pursuant to this chapter does not constitute the creation of a duty by the city to indemnify the licensee for any wrongful acts against the public, or to guarantee the quality of goods, services or expertise of a licensee. The issuance of a license does not shift responsibility from the licensee to the city for proper training, conduct or equipment of the licensee or his agents, employees or representatives, even if specific regulations require standards of training, conduct or inspection.

**5.01.060 Prohibited use.** A license hereunder shall not be issued to any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of any ordinance of the City of Gig Harbor or of the statutes of the State of Washington. The granting of a business license shall in no way be construed as permission or acquiescence in a prohibited activity or other violation of the law.

**5.01.070 General qualifications of licensees.** No license shall be issued, nor shall any license be renewed, pursuant to the provisions of this chapter to:

- A) An applicant who is not 18 years of age at the time of the application, unless he shall obtain the written consent of said applicant's parent or guardian to make said application, together with a covenant on behalf of said parent or guardian that he or she will be responsible for a guarantee of performance of the minor making application;
- B) An applicant who has had a similar license revoked or suspended, pursuant to Section 5.01.130, or its predecessor;
- C) An applicant who shall not first comply with the general laws of the state;
- D) An applicant who seeks such a license in order to practice some illegal act or some act injurious to the public health or safety;
- E) Any person who is not qualified under any specific provision of this title for any particular license for which application is made.

Any person, including city officials, may submit complaints or objections to the city license officer regarding the application for any license, and the city license officer is additionally authorized to request and receive information from all city departments as will tend to aid him in determining whether to issue or deny the license. Such information shall be confidential unless

a hearing is requested on the application, or if the applicant shall request the information in writing. All information, complaints or objections shall be investigated and considered by the city license officer prior to issuing, denying or renewing any license.

**5.01.080 Application Procedure.**

- A) The city license officer is authorized to prepare a schedule of fees for general business licenses issued, and when approved by the city council by resolution, such schedule shall govern the amount of the license fee.
- B) Application for a business license shall be made at the office of the city license officer on a form to be furnished for that purpose and shall be accompanied by the proper fee. Each such application shall be signed by the person, or other authorized representative of the firm or corporation to be licensed. If the application is denied, the fee shall be returned to the applicant.
- C) No license shall be issued until the application has been fully completed and all applicable ordinances have been fully complied with. In addition, any business requiring a state or federal license shall obtain said licenses and provide the city with proof of their issuance prior to the issuance of a city business license or any renewal thereof
- D) Business licenses shall be granted annually, and due July 1st. If a new business application is made within six (6) months of the date fixed for expiration, the fee shall be one-half the annual fee.

**5.01.090 Renewal.** Applications for renewal of business licenses must be completed and returned to the city license officer, together with the renewal fee, prior to July 1st of each year. The city license officer shall send a renewal notice to each licensee at the last address provided to the city. Failure of the licensee to receive any such form shall not excuse the licensee from making application for and securing the required renewal license, or from payment of the license fee when and as due hereunder. A business license shall expire on July 1st of the year following issuance, if not renewed as described herein. A penalty of \$5.00 per month, which shall not be prorated, shall be assessed on any delinquent license renewal which has not been paid on or before August 1st of any year.

**5.01.100 Licenses for businesses located outside City limits.** Businesses located outside the city which furnish or perform services within the city limits, and which conduct business during more than thirty (30) calendar days within a calendar year, shall hereafter apply and pay for a business license.

**5.01.120 License approval or denial.** The city license officer shall collect all business license fees and shall issue business licenses to all persons who submit an application, pay the fee and are qualified under the requirements of this chapter and shall:

- A) Submit all applications to the planning department, building division, fire marshal, public works department, utility department and police department for their endorsements as to compliance by applicant with all city regulations which they have the duty of enforcing.
- B) Upon approval of the application, the license shall be issued and delivered to the applicant.
- C) The city license officer shall notify the applicant in writing by certified mail of the denial of the application and the grounds therefore. Within 10 calendar days after receipt of the city's notification of application denial, the applicant may request an appeal and hearing before the hearing examiner, by filing a written notice of appeal and paying the hearing examiner filing fee. The City Licensing Officer shall notify the applicant by mail of the time and place of the hearing. If request for hearing is not received within the time specified, the license officer's decision shall be final.
- D) If an application for a business license is denied and the applicant has filed a timely appeal of such denial, the applicant shall not conduct any business for which a business license was denied, during the pendency of the appeal.

**5.01.130 Suspension or Revocation procedure.**

- A) In addition to the other penalties provided by law, any business license issued under the provisions of this chapter may be denied, revoked or suspended at any time, should any or all of the following conditions apply:
  - 1. The license was procured by fraud, false representation, or material omission of fact; or
  - 2. The licensee or any of its employees, officers, agents or servants, while acting within the scope of their employment, violates or fails to comply with any of the provisions of this chapter; or
  - 3. The licensee's continued conduct of the business for which the license was issued has or will result in a danger to the public health, safety or welfare, or the violation of any federal or state law or any ordinance or regulation of the city; or
  - 4. The licensee, or any of its employees, officers, agents or servants has been convicted in any court of violating any federal, state or city criminal statute or ordinance upon the business premises stated in the license; or
  - 5. The place of business does not conform to city ordinance; or
  - 6. The license is being used for a purpose different from that for which it was issued.
- B) The licensee shall be notified of said suspension or revocation in writing by sending notice by certified mail to the mailing address stated in the license. Said notice shall state the intention of the city to revoke or suspend said license, the reason for such suspension or revocation, and the date and time of the meeting of the city council at which such will be considered, and the right of the licensee to appear at said meeting and be heard in

opposition to such revocation or suspension. Such notice shall be given by certified mail to the licensee at least fourteen days prior to the date of said hearing.

- C) Upon revocation of any license as provided in this chapter, no portion of the license fee shall be returned to the licensee.
- D) The city council's decision on such business license shall represent the final action by the city, unless an appeal is made to the Superior Court of Pierce County, within 10 working days of such decision.
- E) It is unlawful for any person whose license has been revoked or suspended to continue operation of the business enterprise, or to keep the license issued to him/her in his/her possession and control, and the same shall immediately be surrendered to the city license officer. When revoked, the license shall be canceled, and when suspended, the city license officer shall retain it during the period of suspension.

**5.01.140 Exercise of Power.** This ordinance shall be deemed an exercise of the power of the city to license for revenue and regulation, and nothing in this ordinance shall be construed to repeal or affect any other ordinance of the city which purports to regulate some business or activity pursuant to the general police power of the city, notwithstanding the fact that such ordinance may or might contain provisions relating to the licensing of such activity.

**5.01.150 Inspections - Right of Entry.**

- A) The city license officer is authorized to make such inspections and take such action as may be required to enforce the provisions of this ordinance.
- B) Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the city license officer has reasonable cause to believe that a licensee is operating in violation of this ordinance, the license officer may enter the licensee's place of business at all reasonable times to inspect the same or perform any duty imposed on the license officer by this ordinance, provided that:
  - 1. If the place of business is occupied, the license officer shall first present proper credentials and demand entry; and
  - 2. If the place of business is unoccupied, the license officer shall first make a reasonable effort to locate the licensee or other persons having charge or control of the place of business and demand entry; and
  - 3. If entry is refused, the license officer shall have recourse to the remedies provided by law to secure entry.

### **5.01.160 Notice and Order.**

- A) Issuance. The city license officer shall issue a notice and order, directed to the licensee or owner of the premises determined to be in violation of any of the terms and provisions of this ordinance. The notice and order shall contain:
1. The street address, when available, and a legal description sufficient for identification of the premises upon which the violation has occurred;
  2. A statement that the license officer has found the conduct of the licensee or condition of the premises to be in violation of this ordinance, with a brief and concise description of the conditions found to render such licensee or premises in violation;
  3. A statement of any action required to be taken to comply with this ordinance, as determined by the city license officer. If the license officer has determined to assess a civil penalty, the order shall require that the penalty shall be paid within a time certain from the date of order;
  4. A statement of any action taken by the city license officer;
  5. Statements advising (a) that the person may appeal from the notice and order to the City Hearing Examiner, provided that the appeal is made in writing as provided in this ordinance and filed with the city license officer within fifteen (15) days from the date of service of such notice and order; and (b) the failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.
- B) Method of Service. The notice and order shall be served upon the licensee either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to such licensee at his/her address as it appears on the most recently issued business license. The failure of any person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.
- C) Appeals. Appeals of any notice and order and any penalty imposed hereunder may be brought by any person entitled to service of the notice and order within fifteen (15) calendar days after service of the notice and order. Such requests for an appeal and hearing shall be filed with the city license officer, and be accompanied by the hearing examiner filing fee.

The city license officer shall notify the applicant by mail of the time and place of the hearing before the Hearing Examiner.

**5.01.170 Civil Penalty.**

- A) In addition to or as an alternative to any other penalty provided herein or by law, civil penalties shall be assessed against any licensee or person who violates any provision of this ordinance as follows:
1. Operation of Business Without a License. The penalty for operation of a business without a license shall be assessed by the city license officer in an amount not to exceed five hundred dollars (\$500.00). This penalty shall not apply to business enterprises failing to pay the license renewal fee as set forth in subsection 2 below.
  2. Operation of Business After License Expiration. Failure to pay the license fee within thirty (30) days after the date of expiration shall subject the licensee to the penalty set forth in section 5.01.090 to reinstate the license, which shall be assessed in addition to the required license fee.
  3. Violations of the Business Licenses Ordinance. The penalty for violations of this ordinance shall be assessed by the city license officer in an amount not to exceed five hundred dollars (\$500.00).
- B) The city license officer may vary the amount of the penalty to be assessed in subsections A(1) and A(3) above, upon consideration of the appropriateness of the penalty to the size of the business of the violator; the gravity of the violation; the number of the past and present violations committed and the good faith of the violator in attempting to achieve compliance after notification of the violation.

**5.01.180 Criminal Penalties.** Any person violating or failing to comply with any of the provisions of this business license ordinance and who has had a judgment entered against him or her pursuant to Section 5.01.170 within the past five years, shall be subject to criminal prosecution and upon conviction of a subsequent violation, shall be fined in a sum not exceeding one thousand dollars or by imprisonment for a period not to exceed ninety days. Each day of noncompliance with any of the provisions of this ordinance shall constitute a separate offense.

**5.01.190 Additional Relief.** The city license officer may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this ordinance when civil or criminal penalties are inadequate to effect compliance.

Section 2. Gig Harbor Municipal Code sections 3.16.030, 3.16.031, 3.16.040 and 3.16.080 are hereby repealed.

Section 3. Chapter 5.12 of Gig Harbor Municipal Code has been repealed in its entirety.

Section 4 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect



the validity or effectiveness of the remaining portions of this ordinance.

Section 5 - Effective Date. This ordinance shall take effect and shall be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this day of \_\_\_\_\_, 1994.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
MARK E. HOPPEN  
City Administrator/Clerk

Filed with City Clerk: 2/2/94

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 THE MEANS TO MODIFY BUSINESS LICENSE FEES.**

WHEREAS, the City of Gig Harbor desires to establish such fees by Resolution; and

WHEREAS, the current fees are as follows:

Business License - Yearly	\$20.00
Temporary Business License	\$20.00 per day
Special Event License	\$25.00

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

Section 1. The Business License Fees for various business and special event applications and permits shall remain the same until such time as it becomes necessary to increase these fees by resolution.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 1994.

APPROVED:

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

ATTEST:

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

Filed with City Clerk:        2/22/94  
Passed by City Council:  
Date Published:  
Date Effective:



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

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

## MEMORANDUM

**TO:** Mayor Wilbert and City Council

**FROM:** Ray Gilmore, Planning-Building Dept. Director

**DATE:** March 9, 1994

**SUBJ.:** Second Reading of Ordinance - Amendment to Zoning Code: Fence Standards

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### Summary of Proposal

At the last Council meeting, an amendment to the zoning code was introduced by recommendation of the Planning Commission. The proposal is define what the planning commission considered as appropriate standards for fences within the City limits in all zoning districts.

As Council may recall, the zoning code, up until October of 1993, did not have any definitive standards for fences other than that supplied in the definition (17.04.340, circa 1990):

"Fence" means a barrier that is constructed of or more of the following materials or a combination thereof: wood, metal, plastics and masonry material."

In October, Section 17.08.010 was amended to clarify the location and height of fences respective to corner lots and front/rear yards. Also included was a restriction that fences were to be of board and post construction, and which prohibited plywood or composition sheeting as fence material. In an attempt to devise some form of fence standards, the definition excluded several types of fences which have been commonly accepted by the community. The proposed amendment is an attempt to allow a greater selection of fence material and construction, consistent with the definition.

### Policy Issues

A couple of issues surfaced at the last meeting:

1. Would something like a dog kennel (dog-run) be permitted, assuming it was the standard chain-link variety?

Response: Assuming its the typical commercial variety, yes. However, these do not typically cover the entire yard and, if it appeared to be a fence meeting the general definition and criteria of a fence, then the fence standards would prevail. It is acknowledged that the code does not specify the location of where a fence must be placed (and locations do vary upon personal preferences). The staff's interpretation has been "along the property perimeter." If need be, an addition to the definition (17.04.340) may be added as follows:

"...and which the prime purpose is to separate, screen or partition a parcel or parcels along the perimeters from adjoining parcels."

2. There was general concern about limiting chain link fences in general and that promoting "opaque" fences could diminish aesthetic quality of residential areas.

Response: The code currently limits the height of fences within the front yard setback to three feet, which is an attempt to limit aesthetic and view impacts. We have had some complaints in the past about board and post sideyard fences (meeting the height limit) blocking views as well as "unsightly chainlink fences" promoting visual "clutter" and destroying the residential character of the neighborhood. The score is pretty even on which type of fence generates the most neighborhood "angst", but the Planning Commission voiced a general dislike for chainlink fencing in residential areas of the city. The preference, therefore, becomes one of personal inclination.

### **Recommendation**

Staff recommends that Council adopt the Planning Commission's recommendation to include staff's proposed revision to the definition.

The Planning Commission held a public hearing on the proposed amendment on February 15, 1994. No public input was received and the Planning Commission voted to forward a positive recommendation to the City Council to adopt the amendment as drafted. A copy of the Staff report to the Planning Commission which outlines the proposed amendment, the Resolution adopted by the Planning Commission recommending approval of the amendment, and also a draft ordinance adopting the proposed standards is attached for the Council's consideration.

**CITY OF GIG HARBOR**  
**ORDINANCE #\_\_\_**

AN ORDINANCE AMENDING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE  
TO ALLOW ADDITIONAL TYPES OF FENCE MATERIALS WITHIN CITY LIMITS

**WHEREAS**, the City Council recently adopted ordinance #652 which limits fences in Gig Harbor to board and post construction only; and,

**WHEREAS**, the Planning Staff and Planning Commission and have found that the new standards had the unintended effect of prohibiting other types of fences which would reflect the architectural style, visual quality and character of Gig Harbor consistent with the stated goals and policies in the City's comprehensive plan including the goal to create visual interest defined on pg. 40 of the plan, and the goal to create visual identity defined on pg. 42 of the plan; and,

**WHEREAS**, the Planning Department has recommended to the Planning Commission a text amendment to the fence standards in a report dated February 15, 1994; and,

**WHEREAS**, the City of Gig Harbor Planning Commission conducted a public hearing on the proposed text amendment on January 15, 1994 to accept public comment on; and,

**WHEREAS**, there was no public input received on the proposed text amendment and the City of Gig Harbor Planning Commission has determined that the plan is consistent with all stated goals and policies of the Comprehensive Plan and is consistent with the intent of the recent amendments defined in Ordinance #652;

**WHEREAS**, the City Council has also considered the text amendment during its regular meeting of February 28, 1994 and found that it is consistent with the intent of the recent amendments of Ordinance #652 and with the stated goals and policies of the Comprehensive Plan;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Gig Harbor, Washington, that sections 17.04.340 and 17.08.010 of the City of Gig Harbor Zoning Code shall be amended to read as follows:

...

**17.04.340 Fence.** "Fence" means a barrier that is constructed of one or more of the following materials or a combination thereof: wood, metal, plastics and masonry materials (see Section 17.08.010 for approved fence materials and heights in Gig Harbor).

...

...

17.08.010      Conformance Required - Fence or Shrub Height.

...

D. Fences shall be constructed of a board and post construction, wrought iron, brick masonry, or cinder block with a coated or veneer finish on the side visible to the public's view. In commercial areas or recreation centers in residential areas, chain link attached to wood posts and rails is permitted. In areas not abutting residential development and not visible from any city right-of-way, waterway, or designated public space, standard chain link fencing including steel posts and rails is permitted. Other materials which have the general appearance and visual quality of approved fence materials may be approved by the Planning Director, however, the use of plywood or composition sheeting as fence material shall not be permitted.

...

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 28th day of February, 1994.

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

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator/Clerk

Passed by City Council: 2/28/94  
Date published: 3/7/94  
Date effective: 3/12/94



*City of Gig Harbor. The "Maritime City."*  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

## MEMORANDUM

**TO:** Mayor Gretchen Wilbert and City Council

**FROM:** Planning Staff

**DATE:** March 14, 1994

**SUBJECT:** SPR 93-02 - Request to amend site plan for proposed car wash at 6750 Kimball Drive

---

The request to amend the approved site plan for the Gig Harbor Carwash II was continued to the March 14th City Council meeting to allow the applicant time to submit a revised traffic study which addresses separate tenancy of the carwash and proposed automotive service bays. The applicant stated at the last Council meeting that the revised traffic study would be submitted the following day but it was not submitted until March 7th. The Staff is vigorously working on analyzing the study and will attempt to have a draft resolution to approve the amendment at the March 14th City Council meeting.






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

TO: Mayor Wilbert and City Council

FROM:  Ray Gilmore, Planning Director

DATE: March 9, 1994

SUBJ.: Hearing Examiner Decision and Recommendation: Map Error Correction/First Reading of Ordinance.

---

Attached is the Hearing Examiner's decision on a zoning map correction as proposed by the City of Gig Harbor Planning-Building Department. The Examiner has recommended that the official zoning map for the City of Gig Harbor be corrected and that the proper designation of RB-1 be accorded the subject property, located at the southeast corner of North Harborview Drive and Vernhardson Street.

The history of the property in question is documented in the Planning staff report of 2/9/94. Because the City does not have an established process on map error corrections, the procedures for zoning map amendments has been utilized. Consequently, it is necessary to consider the map correction as an ordinance, which requires a minimum of two readings before the City Council.


This is the first reading of the ordinance.



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

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GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

TO: Providence Ministries  
Richard Stephans  
Doug Sorenson

FROM:  Ray Gilmore, Planning Director

DATE: March 7, 1994

SUBJ.: Hearing Examiner Decision and Recommendation: Map Error Correction

---

Attached is the Hearing Examiner's decision on the zoning map correction as proposed by the City of Gig Harbor Planning-Building Department. The Examiner has recommended that the official zoning map for the City of Gig Harbor be corrected and that the proper designation of RB-1 be accorded the subject property, located at the southeast corner of North Harborview Drive and Vernhardson Street.

The recommendation will be submitted to the City Council for action at its regular meeting of March 14, 1994 at 7:00 PM or shortly thereafter.

**ORDINANCE NO.**

**AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL, OFFICIALLY CORRECTING THE CITY OF GIG HARBOR ZONING DISTRICT MAP AND AMENDING THE ZONING DESIGNATION OF A PARCEL OF PROPERTY LOCATED IN THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH HARBORVIEW DRIVE AND VERNHARDSON STREET FROM R-1 TO RB-1.**

WHEREAS, the subject property, Pierce County Assessor's tax parcel number 226000-010-1 was rezoned by the City of Gig Harbor per Ordinance #425 of 1983 from a W-1 (waterfront) designation to an RB-1 designation; and,

WHEREAS, during an area wide zoning review by the City, the property was incorrectly shown on the "official" zoning map as W-1, although assessor based City zoning maps showed the property as RB-1; and,

WHEREAS, work maps used by the Planning Commission during the area-wide zoning review showed the property colored as R-1 (yellow) although the work map showed the property as RB-1; and,

WHEREAS, in the Planning Commission's report, "Findings, Conclusions and Recommendation, Subarea Planning Process, August 1990", recommendation #17 of the Planning Commission recommended that the W-1 property north of Rust Street be redesignated to R-1. No finding was offered to redesignate the subject RB-1 property to R-1; and,

WHEREAS, the official zoning map adopted by the Council per Ordinance 589 on May, 1991, designated the property as R-1; and,

WHEREAS, based upon the evidence reviewed, including a review of the Council's records (minutes and tape) of the meetings October 8, 1990, October 22, 1990 and December 10, 1990, there was no finding or discussion regarding amending the subject property from RB-1 to R-1; and,

WHEREAS, the Hearing Examiner considered the facts of this case at a public hearing on February 16, 1994 and, in his report dated March 2, 1994, entered finding and conclusions and a recommendation to the City Council to correct the City of Gig Harbor Zoning District Map to show the property correctly as and RB-1 designation.

**The City Council of the City of Gig Harbor, Washington, DO ORDAINS as follows:**

Section 1. The official zoning map of the City of Gig Harbor is corrected as follows:

The parcel of real property described as Pierce County Assessor's Tax Parcel Number 226000-010-1 is designated as an RB-1 district, consistent with City of Gig Harbor City Council Ordinance #425, and the official zoning map of the City of Gig Harbor is hereby corrected.

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

Section 3. This ordinance shall take effect and be in full force no later than five days after publication.

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator/Clerk

Filed with City Clerk: 3/14/94  
Passed by City Council:  
Date Published:  
Date Effective:

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

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On the \_\_\_ day of \_\_\_\_\_, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, CORRECTING A ZONING MAP ERROR AND ESTABLISHING A ZONING DESIGNATION OF RB-1 (RESIDENTIAL-BUSINESS 1) FOR A PARCEL OF LAND DESCRIBED AS PIERCE COUNTY ASSESSOR'S TAX PARCEL NUMBER 226000-010-1, WHICH IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH HARBORVIEW DRIVE AND VERNHARDSON STREET.

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

DATED this \_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
CITY ADMINISTRATOR, MARK HOPPEN

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

---

**APPLICANT:** City of Gig Harbor  
**CASE:** Map Error Correction  
**LOCATION:** Southeast corner of North Harborview Drive and Vernhardson Street.  
**APPLICATION:** Correction of a zoning map to restore an RB-1 zoning designation from the current zoning map designation of R-1

**SUMMARY OF RECOMMENDATIONS:**

Planning Staff Recommendation: Correct and amend zoning map.  
Hearing Examiner Recommendation: Correct and amend zoning map.

**PUBLIC HEARING:**

After reviewing the official file which included the Planning Staff's Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the City of Gig Harbor application was opened at 5:26 p.m., February 16, 1994, in City Hall, Gig Harbor, Washington, and closed at 5:37 p.m. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the hearing. A verbatim recording of the hearing is available in the Planning Department.

**FINDINGS CONCLUSIONS AND RECOMMENDATION:**

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

**I. FINDINGS:**

- A. The information contained on pages 1, 2 and 3 of the Planning Staff's 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. The City Planning Director reviewed the staff report at the hearing and explained the reason for the request.
- C. One neighboring property owner said he had lived next door to the subject property for 20 years. He felt the application should go to the Planning Commission for the review rather than to the Hearing Examiner. He said the property has been controversial for some time.

- D. The Planning Director said he had checked with the City Attorney and found that rezones involving individual properties such as this go to the Hearing Examiner and area wide rezones go to the Planning Commission for consideration.
- E. An attorney for the property owner said there are no factual discrepancies with the staff recommended findings of fact and said that the issue in this case is to bring the map into compliance with the way the property is actually zoned.

## II. CONCLUSIONS:

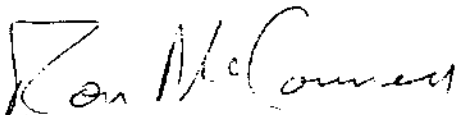
- A. The conclusions prepared by the Planning Staff and contained on page 4 of the Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
- B. It is essential that the zoning map be correlated to the text of the ordinance. The zoning map forms an indispensable part of the ordinance and it provides a visual representation of the locations of the different districts specified in the code. Given the variety of different zoning districts and the large number of individual parcels where they must be applied, it is understandable how a mapping error can occur.

After reviewing the file and listening to the testimony at the hearing, I have concluded that a mapping error did occur in this case and believe that the zoning map should be corrected as recommended by staff in Exhibit A.

## III. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, it is recommended that the zoning map be corrected and that the subject property be designated RB-1.

Dated this 2nd day of March, 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 FEBRUARY 16, 1994  
HEARING OF THE CITY OF GIG HARBOR  
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing were: Ray Gilmore, representing the City of Gig Harbor; Richard Stephans, representing the property owner; and Doug Sorenson, an adjacent property owner.

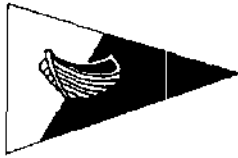
**EXHIBIT:**

The following exhibit was offered and entered into the record:

A. Planning Staff's Advisory Report.

**PARTIES OF RECORD:**

- Providence Ministries  
6619 132nd Ave. NE #251  
Kirkland, WA 98033
- City of Gig Harbor  
PO Box 145  
Gig Harbor, WA 98335
- Richard Stephans, Attorney  
800 Bellevue Way NE  
Bellevue, WA 98004
- Doug Sorenson  
9409 N. Harborview Dr.  
Gig Harbor, WA 98335



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

**STAFF REPORT  
ENVIRONMENTAL EVALUATION AND  
REPORT TO THE HEARING EXAMINER**

**Rezone for Map Error Correction  
February 9, 1994**

---

**PART I: GENERAL INFORMATION**

**A. PETITIONER/SPONSOR**

City of Gig Harbor  
P.O. Box 145  
Gig Harbor, WA 98335  
PH: 851-8136

**B. OWNER:**

Providence Ministries.  
6619 132nd Ave NE, #251  
Kirkland, WA 98033  
(206) 883-9144

**C. AGENT:**

N/A

**D. REQUEST:**

Map error correction to restore an RB-1 zoning designation from the current zoning map designation of R-1.

**E. PROPERTY DESCRIPTION:**

1. Location:

The property is located at the SE corner of the intersection of North Harborview Drive and Vernhardson Street. Assessor's tax parcel number: 226000-010-1

2. Site Area/Acreage:

The property is 19,220 square feet (0.44 acres) in area.

3. Site/Physical Characteristics:

- i. **Soil Type:** Harstine Gravely Sandy Loam
- ii. **Slope:** Parcel is level in front with an 8 - 10 percent slope in the rear.
- iii. **Drainage:** Easterly toward rear of property
- iv. **Vegetation:** Primarily domestic landscaping

The structure currently on the site has been used for a variety of non-residential uses including assembly (meeting hall), commercial, professional office and light assembly. Currently the building is unoccupied.

**F. SURROUNDING LAND-USE/ZONING DESIGNATION:**

North: Non-residential structure, zoned R-1.  
West: Residences, zoned R-1.  
South: Residences, zoned R-1 .  
East: Residences and Gig Harbor Bay, zoned R-1.

**G. UTILITIES/ROAD ACCESS:**

Access is provided by North Harborview Drive.

**H. PUBLIC NOTICE:**

Public notice was provided as follows:

Published in Peninsula Gateway: February 2, 1994.  
Mailed to property owners of record within 300 feet of the site:  
January 31, 1994.  
Posted in three conspicuous places in the vicinity of the property:  
February 7, 1994.

## PART II: ANALYSIS

In 1990, the City Planning Commission commissioned an area wide rezone throughout the City as part of the implementation of the 1986 Comprehensive Plan. The subject property was designated on an "official" zoning map as R-1. This map had not been recorded as the official zoning map with the City Clerk nor the Pierce County Auditor, but it was considered as the official map. This map is shown as "Exhibit 1" to this report.

In the Planning-Building department, a set of Pierce County Assessor's parcel maps for the City were also used as zoning maps. The subject property was identified as RB-1. This is consistent with the history of the property to date. This map is shown as "Exhibit 2" to this report.

During the planning commission proceedings on the area-wide rezone, several maps were prepared by staff which were used by the Planning Commission for the public meetings. These maps were composites of the Pierce County Assessor's zoning maps. These maps were also colored to show the respective zoning area designations. One of the maps which showed the subject property as RB-1 was colored "yellow" (the color for R-1) for the area, even though RB-1 was printed on the subject parcel. The color for RB-1 (light pink) was not shown on this map. The planning commission work map is shown as "Exhibit 3" to this report.

In its findings to the City Council (*Subarea Planning Project, Findings, Conclusions and Recommendations, August 1990*) the Planning Commission noted as follows:

Page 7, Item 17: " The current W-1 district along North Harborview Drive is proposed to be redesignated to an R-1 north of Rust Street and WR south to Peacock Avenue. [The WR district effectively accommodates all of the current residential uses in the area and would maintain the residential character of this waterfront area. A waterfront designation north of Rust Street is not reasonable due to the lack of waterfront in the area.]"

The Planning Commission finding did not mention any existing RB-1 designation in this area, nor was there a recommendation that an RB-1 designation be changed to an R-1. The work maps and zoning map submitted to the City Council did not show an RB-1 designation on this property.

The City Council considered the Planning Commission's recommendations during three public meetings: October 8, October 22 and December 10, 1990. At the December 10 meeting -which was the final meeting on the subject area wide rezones and zoning code update - several changes to the Planning Commission's recommendations were adopted by the Council. However, rezoning the subject property from RB-1 to R-1 was neither considered nor discussed by the Council.

### PART III: FINDINGS AND CONCLUSIONS

Based upon the forgoing analysis, staff finds as follows:

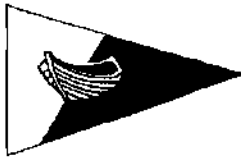
1. The subject property was rezoned by the City of Gig Harbor per Ordinance #425 of 1983 from a W-1 (waterfront) designation to an RB-1 designation.
2. During an area wide zoning review by the City, the property was incorrectly shown on the "official" zoning map as W-1, although assessor based City zoning maps showed the property as RB-1.
3. Work maps used by the Planning Commission during the area-wide zoning review showed the property colored as R-1 (yellow) although the work map showed the property as RB-1.
4. In the Planning Commission's report, "Findings, Conclusions and Recommendation, Subarea Planning Process, August 1990", recommendation #17 of the Planning Commission recommended that the W-1 property north of Rust Street be redesignated to R-1. No finding was offered to redesignate the subject RB-1 property to R-1.
5. The official zoning map adopted by the Council per Ordinance 589 on May, 1991, designated the property as R-1.
6. Based upon the evidence reviewed, including a review of the Council's records (minutes and tape) of the meetings October 8, 1990, October 22, 1990 and December 10, 1990, there was no finding or discussion regarding amending the subject property from RB-1 to R-1.

### PART IV: RECOMMENDATION

Based upon the information contained in Part II of this report and the findings as stated in Part III, staff recommends that the official zoning map for the City of Gig Harbor be corrected and amended so that the subject property be designated as RB-1. Documents pertinent to your review are attached.

Staff report prepared by: Ray Gilmore, Planning Director


Date: 2-9-91



*City of Gig Harbor. The "Maritime City."*  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

## MEMORANDUM

**TO:** Mayor Wilbert and City Council

**FROM:**  Ray Gilmore, Planning-Building Dept. Director

**DATE:** March 9, 1994

**SUBJ.:** Contract for Consultant Services - Environmental Impact Statement for Revised Comprehensive Plan -- (Beckwith Consulting Group)

---

### Summary of Proposal

Staff has submitted for your favorable consideration a contract for consultant services to prepare a draft and final environmental impact statement for the revised City of Gig Harbor Comprehensive Plan. Beckwith Consulting Group of Median, WA, is best qualified to undertake this comprehensive and time-consuming task at a cost to the City which is very favorable. A scope of services for the preparation of the EIS was issued and published on February 16, 1994 in the Peninsula Gateway.

Beckwith Consulting Group prepared the 1986 Comprehensive Plan and EIS. Mr. Beckwith's experience with the City in the 1986 comprehensive plan preparation, the 1992 visioning survey, and with Pierce County in general, brings a valued combination of professional skills, experience and local community knowledge in accomplishing this important part of the City's Comprehensive Plan revisions and update. Mr. Beckwith is also currently working with the Transpo Group of Bellevue on the land-uses analysis section of the City's Transportation Plan. Mr. Beckwith's experience to date with other Puget Sound jurisdictions in comprehensive planning and environmental impact statements is quite extensive.

### Policy Issues

The preparation of an EIS is the best option to pursue in meeting our SEPA compliance obligations under the Growth Management Act. Although the timeline will take us beyond the statutory deadline of July 1, 1994 (and susceptible to possible sanctions by the Governor), we will most likely be in good company. We are making substantial progress on the comp plan

update and a continued good-faith effort should be favorably received by State DCD. The alternative of staff preparing the EIS would take more time than proposed by Beckwith, and other SEPA alternatives (such as an environmental checklist or an addendum to the 1986 comp plan) would most likely be met with a challenge (and more delays, which could prove costly). Nonetheless, staff will work with Beckwith Consulting to shorten the timeline as reasonable as possible.

### **Fiscal Impact**

\$17,000 was budgeted for professional services for the 1994 budget year. \$11,500 of State DCD funds, which is the balance for 1994, will be used to offset the City's expense.

### **Recommendation**

Staff recommends Council to authorize staff to negotiate a contract with Beckwith Consulting Group, for a fixed amount of fifteen thousand dollars for the preparation of the draft and final EIS for the City's revised comprehensive plan.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GIG HARBOR AND BECKWITH CONSULTING GROUP**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 1994,  
by and between the City of Gig Harbor (hereinafter the "City), and  
Beckwith Consulting Group, P.O. Box 162, Medina, Washington 98309  
(hereinafter "Contractor").

**R E C I T A L S**

Whereas, Contractor is in the business of providing professional planning and environmental consulting services, including the furnishing of all equipment, materials and labor necessary to perform such services; and

Whereas, the City desires to contract with Contractor for the provision of such services, and Contractor agrees to contract with the City for same;

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

**T E R M S**

**I. Description of Work**

Contractor shall perform all work as described in Exhibit 1, "Tasks of Work," which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Contractor shall not perform any additional services without the express permission of the City.



## II. Payment

- A. The total price to the City for the Work described in Exhibit 1 shall not exceed \$15,000, including all costs and expenses.
- B. Contractor shall provide the City with itemized billings after services have been performed, evidencing who provided the services, a brief description of the work, the amount of time spent and the billing rate of the individual performing the work. Requests for payment may be submitted no more frequently than monthly. Itemized billings must be presented not later than the 5th calendar day of each month in order to be processed for payment in the month of receipt. The city shall withhold from each request for payment a sum equal to ten percent (10%) of the amount otherwise determined by the City to be due. Said sums withheld shall be payable to the Contractor at the time of completion of the work and acceptable of the same by the City.
- C. If the City objects to all or any portion of any invoice, it shall so notify Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
- D. In the event the work is not completed on or before the completion date set forth in section IV of this Contract

then, in such event, both parties agree that damages to the City will be difficult to ascertain and that liquidated damages should be assessed in an amount equal to \$100 per calendar day for each day by which the completion of work is late.

### III. Relationship of Parties

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

#### IV. Duration of Work

The City and Contractor agree that work will begin on the tasks described in Exhibit 1 after receipt of a Notice to Proceed from the City, and that the work shall be completed within one hundred eighty (180) days thereafter.

#### V. Termination

- A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to Contractor.
- B. Termination for Cause. If Contractor refuses or fails to complete the tasks described in Exhibit 1, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to Contractor, give notice of its intention to terminate this Agreement. After such notice, Contractor shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Contractor fails to cure to the satisfaction of the City, the City shall send Contractor a written termination letter which shall be effective upon deposit in the United States mail to Contractor's address as stated below.
- C. Excusable Delays. This Agreement shall not be terminated for Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Contractor to the effective date of termination, as described in the final invoice to the City.

#### VI. Discrimination

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

#### VII. Indemnification

Contractor hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person, including claims by Contractor's own employees to which Contractor might otherwise be immune under Title 51 RCW, arising out of or in connection with the performance of the contract, except for injuries and damages caused by the sole negligence of the City. Such indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

#### VIII. Insurance

Contractor shall procure and maintain for the duration of this Agreement, commercial general liability and professional liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by Contractor. Contractor shall maintain limits on the commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence/accident for bodily injury, personal injury and property damage, and in the amount of one million dollars (\$1,000,000.00) for professional liability insurance. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The City shall be named as an additional insured on the commercial general liability insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the

endorsement naming the City shall be attached to the certificate of insurance. Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by the Contractor, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

The Consultant's commercial general liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

#### **IX. Entire Agreement**

The written provisions and terms of this Agreement, together with all Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

#### **X. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Contractor for the purpose of completion of the work under this Agreement. The parties agree that the Contractor will notify the City of any inaccuracies in the information provided by

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

#### **XI. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement will be safeguarded by the Contractor to at least the same extent as the Contractor safeguards like information relating to its own business. Contractor shall make such data, documents and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

#### **XII. City's Right of Supervision**

Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and municipal laws, ordinances, rules and regulations that are

applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**XIII. Work Performed at Contractor's Risk**

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

**XIV. Contractor to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), Contractor shall:

- A. File a schedule of expenses with the Internal Revenue Service for the type of business Contractor conducts;
- B. Establish an account with the Washington State Department of Revenue and all other necessary state agencies for the payment of state taxes normally paid by employees, and register to receive a unified business identifier number from the State of Washington; and
- C. Maintain a separate set of books and records that reflect all items of income and expenses of Contractor's business.



The above requirements shall be performed by the Contractor as described in the Revised Code of Washington (RCW) Section 51.08.195, in order to demonstrate that the City's contracting for services under this Agreement or the Contractor's performance of services shall not give use to an employee-employer relationship subject to Title 51 RCW, Industrial Insurance.

#### XV. Modification

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

#### XVI. Assignment

Any assignment of this Agreement by Contractor without the written consent of the City shall be void.

#### XVII. Written Notice

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

#### XVIII. Non-Waiver of Breach

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

covenants, agreements or options, and the same shall be and remain in full force and effect.

**XIX. Resolution of Disputes**

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

If any dispute arises between the City and Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

**BECKWITH CONSULTING GROUP**

**CITY OF GIG HARBOR**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

Notices should be sent to:

Beckwith Consulting Group  
P.O. Box 162  
Medina, WA 98309

The City of Gig Harbor  
M/A: P.O. Box 145  
Gig Harbor, WA 98335

Approved as to Form:

---

Attorney for City of  
Gig Harbor

EXHIBIT 1

Gantt Chart

Gig Harbor Comprehensive Plan Programmatic DEIS/FEIS

Tom Beckwith AICP, Project Planner/Director  
 | Colie Hough-Beck ASLA, Landscape Architect\*  
 | | Other consultant team members as required  
 | | | Traffic/fiscal consultants  
 | | | |

Schedule in weeks

																				labor	labor	mtls/	total	
																				hour	cost	expenses	cost	
1	Review existing plan documents	X		XX																2	\$130	\$25	\$155	
2	Review scoping notice responses	X	O	O	X															2	\$130	\$25	\$155	
3	Develop Draft EIS element texts	X			XX	XX	XX	XX	XX															
	a summary/ats/project/mailling/scoping ltrs/etc	X																		12	\$780	\$25	\$805	
	b plan actions/GMA checklist	X																		16	\$1,040	\$25	\$1,065	
	c earth	X	X																	8	\$520	\$25	\$545	
	d air	X	X																	6	\$390	\$25	\$415	
	e water	X																		12	\$780	\$25	\$805	
	f plants and animals	X																		20	\$1,300	\$25	\$1,325	
	g land use	X																		36	\$2,340	\$25	\$2,365	
	h population/housing	X																		16	\$1,040	\$25	\$1,065	
	i transportation	X																		12	\$780	\$25	\$805	
	j public services	X	X																	20	\$1,300	\$25	\$1,325	
	k parks and recreation	X	X																	12	\$780	\$25	\$805	
	l archaeological/historical/aesthetic	X	X																	4	\$280	\$25	\$305	
4	Review Draft EIS w/Planning Director	X	O	O	X	X	X													4	\$260	\$100	\$360	
6	Copy/distribute Draft EIS	X						XX	XX															
6	Conduct public hearing on DEIS	X								OO	OO	OO	OO	X										
7	Review comments w/Planning Director	X	O	O	O								XX							4	\$260	\$25	\$285	
8	Develop Final EIS text elements	X	X	X	X								XX	XX						16	\$1,040	\$50	\$1,090	
9	Review Final EIS w/Planning Director	O	O	O	O															4	\$260	\$100	\$360	
10	Copy/distribute Final EIS	X																						
11	Present EIS results to Mayor/City Council	X																						
* Woman/minority business enterprise (W/MBE)		X	major role																	Subtotal	208	\$13,390	\$625	\$14,015
		O	minor role																	Contingency	6.6%			\$965
																				Project budget				\$15,000

Assumptions by task:

- 2 Assumes consultant will compile and city will print and mail copies of the EIS scoping notice (assume a cost of \$2.00/copy if by consultant).
- 5 Assumes consultant will compile and city will print and mail copies of the DEIS (assume a cost of \$20.00/copy if by consultant).
- 9 Assumes consultant will compile and city will print and mail copies of the FEIS (assume a cost of \$10.00/copy if by consultant).
- (a) Estimates do not include costs for any additional consultation by city's traffic or fiscal consultants.

Beckwith Cns1 tng 03/10/94 09:19

## Tasks of work

Following is a brief description of the work tasks outlined in the Gantt Chart on the facing page:

### 1: Review existing planning documents

The consultant will review the contents of the proposed Gig Harbor Comprehensive Plan and all other supporting documents with the Director of the Gig Harbor Planning Department, the department's traffic and fiscal consultants, and any other appropriate parties at an introductory workshop.

### 2: Scope EIS

The Planning Director and consultant will develop (and the Planning Department will distribute) a scoping notice in accordance with WAC 197-11-455. The notice will identify the alternatives and the elements of the environment to be included within the draft environmental impact statement (DEIS).

### 3/4: Develop texts and materials on existing conditions - conduct environmental analysis on alternatives

Based on the results of task 2, the consultant will develop text and materials on existing conditions for the draft environmental impact statement (DEIS). The consultant expects the Draft EIS could involve a comprehensive analysis of the following elements:

general contents including project summary description, alternatives to the proposal, mailing list and response to the scoping letters of comment.

GMA checklist including a summary of the proposed actions that corresponds with the content requirements of Washington State Department of Community Development's review requirements.

### natural environment

a: earth - including topography, soils, and erosion hazards. The analysis will be based on the results of the sensitive area inventories for wetland, geological hazards, wildlife habitat, and other characteristics recently completed for the Washington State Growth Management Act (GMA), along with Soil Conservation Service maps, similar secondary document materials, and any on-site field observations that have been recorded since the original comprehensive plan EIS.

b: air - including emission and dust hazards as a result of potential urbanization that have been recorded at the nearest Puget Sound Air Pollution Control Agency (PSAPCA) monitoring station. The analysis of project impacts and mitigations will be based on the consultant's previous use of PSAPCA data on similar projects.

- c: water - including surface and groundwater hazards to water quality as a result of potential urbanization.
- d: plants and animals - including the potential impact on fisheries resources as a result of additional runoff and possible nonpoint source pollution into Gig Harbor and the Donkey and Crescent Creek water basins.
- e: energy and natural resources - including the potential loss of commercial resources due to increased urban development and the use of materials in construction activities.

**human environment**

- a: health - including noise associated with additional urban development. The analysis of project impacts and mitigations will be based on the consultant's use of noise data in similar projects.
- b: land and shoreline use - including the plan's impact on shoreline management issues and designations, and conformance with the urban growth boundaries and populations delineated within governing land use plans and policies. The analysis of project impacts and mitigations will be based on the proposals and policies adopted within the proposed Pierce County comprehensive plan, Vision 2020 and the previous Gig Harbor comprehensive plan.
- c: population and housing - including the definition of natural planning units and their holding capacities under various alternative plan proposals.
- d: transportation - including level-of-service (LOS) and traffic hazards associated with increased traffic and development densities. The analysis of impacts and mitigations will be based on the materials to be provided by the traffic consultant under separate city contract.
- e: public services - including impacts on existing capacities and plants, and level-of-service (LOS) of police, fire, schools, utilities, and other capital facilities affected by population growth under each alternative. The analysis of possible capital facilities requirements and impacts will be based on the materials to be provided by the traffic and fiscal consultant under separate city contract.
- f: urban design and aesthetics - including each alternative plan's potential impact on park and recreational elements and the visual and historical character of the older developed areas.

**5: Review Draft EIS with Planning Director**

The consultant will submit a draft copy of the proposed DEIS to the Gig Harbor Planning Director for review. The Director will make any editing revisions appropriate, decide on the adequacy of the responses and determine, if appropriate, whether additional primary research is required over and above the sources and scope outlined in task 3/4 above.

**6: Edit DEIS document**

Based on the results of the reviews from task 5, the consultant will develop additional information or text, revise graphics, and other tasks necessary for adequate conformance.

**7: Copy/distribute DEIS**

Based on the results of task 6, the Planning Department will reproduce the necessary number of copies of the DEIS for mailing by department staff.

**8: Conduct public hearing on DEIS**

The Gig Harbor Planning Commission and Department, with the consultant's assistance if appropriate, may conduct the optional public hearing provided in WAC 197-11-455 to take testimony on the contents of the DEIS.

**9: Review DEIS comments with Planning Director**

The consultant will review the results of the public hearing in task 8 and letters of comment received on the DEIS following the 30 day review period with the Planning Director at a workshop session. The participants will review the comments and decide on responses appropriate.

**10: Develop Final EIS text elements**

Based on the results of task 9, the consultant will develop a Final EIS document. The FEIS will contain written responses to letters of comment and a summary of the proposal, any additional or explanatory narratives, and other particulars appropriate that have been defined in task 3/4 as the source of the analysis of impacts and mitigations.

**11: Review Final EIS with Planning Director**

The consultant will submit the proposed Final EIS to the Planning Director for review. The participants will make any editing revisions appropriate, decide on the adequacy of the responses, and determine, if appropriate, whether additional primary research is required over and above the sources and scope outlined in task 9 above.

**12: Copy/distribute FEIS**

Based on the results of task 11, the department will reproduce and distribute the necessary number of copies of the FEIS and Notice of Availability.

**13: Present EIS results to Mayor and Council**

Following the review period for the FEIS, the the Planning Director and Planning Commission, with the consultant's assistance if appropriate, will make a formal presentation of the results of the EIS process to the Gig Harbor Mayor and City Council for appropriate plan action.



City of Gig Harbor. The "Maritime City."  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

## MEMORANDUM

**TO:** Mayor Gretchen Wilbert and City Council  
**FROM:** Planning Staff  
**DATE:** March 14, 1994  
**RE:** SPR 92-01/VAR92-02 - Extension Request

---

### **Request:**

Snodgrass Freeman Associates, AIA, representing Dr. James L. Ribary is requesting a two year extension for site plan approval at 6867 Kimball Drive to allow additional time for securing financing for the project.

### **Background Information:**

The site plan, approved in April 1992, consists of a 2589 square foot dental clinic on a .16 acre triangular shaped parcel. The parcel fronts on Kimball Drive and is adjacent to the larger "hotel" site on the corner of Kimball Drive and Erickson Street. The approved site plan required a rear yard setback variance which was approved due to the irregular shape and small size of the parcel.

### **Issues for Consideration:**

Variances may receive a one time administrative extension not to exceed one year. The Staff has reviewed the request and finds that there have been no changes in either the physical surroundings of the site or in the zoning code which would affect this variance. The Staff is therefore supportive of a one year variance extension. In addition to variances, the code also allows for a one year extension on conditional use applications. However, the code is silent on extensions for site plans. The City has approved site plan extensions in the past but site plans usually do not involve a variance.



**Staff Recommendation:**

To be consistent with the one year extension allowances on variances and conditional use permits, the Staff recommends that this site plan be limited to one year extension only. The Staff has drafted a resolution approving the site plan extension for the City Council to consider.

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

**WHEREAS**, the City Council approved Resolution No. 352 on April 27, 1992 granting site plan approval for SPR 92-01 - a dental clinic at 6867 Kimball Drive; and,

**WHEREAS**, Section 17.96.070 of the City's zoning ordinance states that construction shall commence within twenty-four months from the date of approval; otherwise the approval of the project becomes null and void; and,

**WHEREAS**, Snodgrass Freeman Associates, AIA. has requested a two year site plan extension for SPR 92-01/VAR 92-02.

**WHEREAS**, Section 17.66.050 of the City's zoning code states that variances may be approved by the Planning Director for no more than one year

**WHEREAS**, the City Council, during its regular meeting of March 14, 1994 has determined that there have been no material change of circumstances applicable to the property since the approval of the site plan; and

**WHEREAS**, the City of Gig Harbor City Council has determined that the site plan extension should be consistent with the variance extension time limit of one year;

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

That the request to extend the site plan approval for SPR 92-01 is hereby approved for a period not to exceed one year.

**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 14th day of March, 1994.

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

ATTEST:

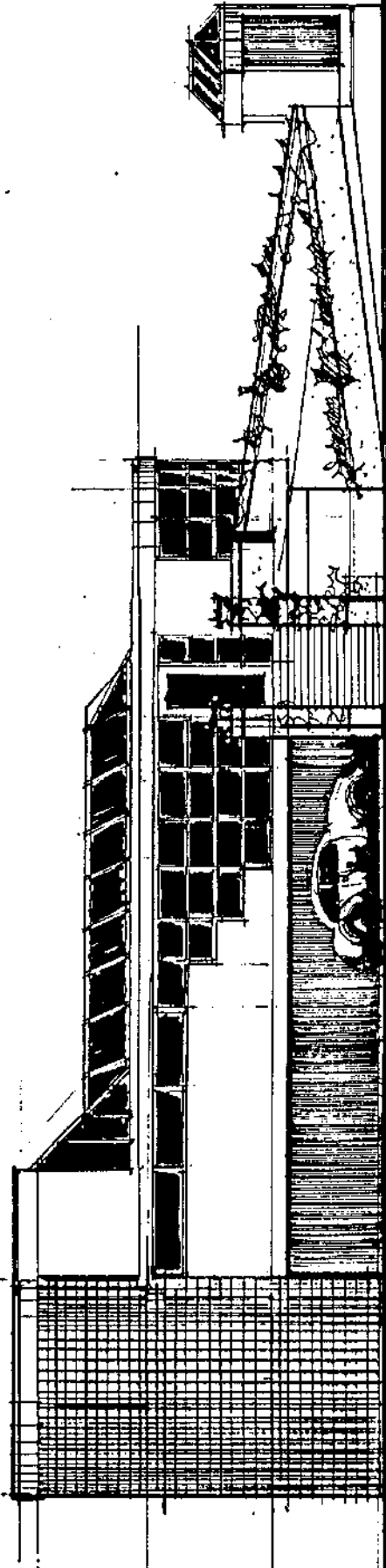
\_\_\_\_\_  
Mark E. Hoppen  
City Administrator/Clerk

Passed by City Council: 3/14/94  
Date published: 3/21/94  
Date effective: 3/28/94

RECEIVED

MAR 7 1994

CITY OF GIG HARBOR



PRELIMINARY  
FRONT ELEVATION.  
1/8" = 1'-0"

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services  
1025 E Union - P O Box 43075  
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

3-8-94

SPECIAL OCCASION #091316

CLASS: GJK

DOUBLE DIAMOND DANCERS  
C/O 14208 141ST AVE KPN  
GIG HARBOR, WA

DATE/TIME: APRIL 30, 1994 6PM TO 1AM

PLACE: F.O.E. #2809 4425 BURNHAM DR., GIG HARBOR, WA

CONTACT: RICHARD DAWSON 858-6501

PLEASE RETURN ONE COPY TO THE LIQUOR CONTROL BOARD

SPECIAL OCCASION LICENSES

- \* G - License to sell beer on a specified date for consumption at specific place.
- \* J \_\_\_ License to sell wine on a specific date for consumption at a specific place.  
\_\_\_ Wine in unopened bottle or package in limited quantity for off premises consumption.
- \* K - Spirituous liquor by the individual glass for consumption at a specific place.
- \* I - Class I, to class H licensed restaurant to sell spirituous liquor by the glass, beer and wine to members and guests of a society or organization away from its premises.
- \* I - Annual license for added locations for special events (Class H only)

If return of this notice is not received in this office within 20 days (10 days notice given for Class I) from the date above, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES \_\_\_ NO \_\_\_
2. Do you approve of location? YES \_\_\_ NO \_\_\_
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES \_\_\_ NO \_\_\_

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES ___ NO ___
HEALTH & SANITATION	_____	YES ___ NO ___
FIRE, BUILDING, ZONING	_____	YES ___ NO ___
OTHER:	_____	YES ___ NO ___

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 3/03/94

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
FOR EXPIRATION DATE OF 5/31/94

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	H
2	RIB TICKLERS, BBQ, INC.	RIB TICKLERS, BBQ RESTAURANT & LOUNGE 3226 HARBORVIEW DR GIG HARBOR WA 98335 0000	358890	H
3	DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	B C E F



DENNIS RICHARDS  
Chief of Police

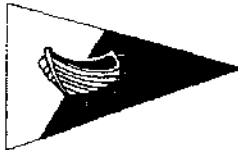
City of Gig Harbor Police Dept.  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

FEBRUARY 1994

	FEBRUARY 1994	YTD 1994	YTD 1993	%chg to 1993
CALLS FOR SERVICE	<u>258</u>	<u>501</u>	<u>496</u>	+ <u>1</u>
CRIMINAL TRAFFIC	<u>25</u>	<u>46</u>	<u>71</u>	- <u>36</u>
TRAFFIC INFRACTIONS	<u>92</u>	<u>185</u>	<u>135</u>	+ <u>37</u>
DWI ARRESTS	<u>11</u>	<u>14</u>	<u>8</u>	+ <u>75</u>
FELONY ARRESTS	<u>7</u>	<u>9</u>	<u>9</u>	+ <u>0</u>
MISDEMEANOR ARRESTS	<u>17</u>	<u>33</u>	<u>23</u>	+ <u>43</u>
WARRANT ARRESTS	<u>8</u>	<u>22</u>	<u>25</u>	- <u>12</u>
CASE REPORTS	<u>67</u>	<u>115</u>	<u>126</u>	- <u>8</u>



*City of Gig Harbor. The "Maritime City."*  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

March 10, 1994

Mr. Phil Arenson  
Gig Harbor Car Wash  
P.O. Box 2012  
Gig Harbor, WA 98335

Subject: Supplemental Traffic Study for Gig Harbor Car Wash - Quick Lube

Dear Mr. Arenson:

I have reviewed the supplemental traffic study received by the Public Works Department on March 7, 1994, and have the following comments:

**1) Trip Generation Rates:**

I concur with your traffic consultant regarding the lack of available data in the Institute of Transportation Engineers Trip Generation Table for the quick lube-type facility. I perfectly understand using trip rates for a similar facility trip rates under this circumstance. However, I do not agree that a Mercedes Benz dealership is a reasonable comparison. There are so many Quick Lube facilities in the Puget Sound area that their trip rate would have been more appropriate to use.

I tried to reach your consultant to discuss this matter with him today, unfortunately I was not successful as he was not in his office. I then contacted the Gig Harbor Minit Lube facility and another consultant firm to determine an appropriate trip generation number. I came up with three vehicles per hoist per peak hour. This translates to nine vehicles or eighteen trips per peak hour for the entire quick lube facility ( 3 vehicles per peak hour per hoist times 3 hoists). Using your consultant's trip distribution percentage, I calculated that 14.4 trips is expected to use Kimball Drive/Pioneer Way intersection (80% of 18 trips).

**2) Mitigation**

I used your traffic consultant's number for the total P.M peak hour traffic at the Kimball Drive/Pioneer Way intersection (2070 vehicles). I then calculated the fair share of mitigation for the quick lube facility as 0.70 % ( 14.4/2,070). Please note that this percentage is in addition to the Car Wash's percentage of 0.40% that was previously identified by your consultant. If we add both numbers the total participation for the intersection improvements will be 1.10%.

**3) Cost of Intersection Improvements**

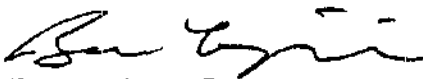
I calculated the cost of the Kimball Drive/Pioneer Way intersection improvements as follows:

1) Traffic Signal	\$110,000
2) Channelization Impr.	70,000
3) Traffic Signal Coordination	<u>15,000</u>
Subtotal	195,000
Add: Engineering, Const. Adm. Contingency (25%)	<u>48,750</u>
Total Project Cost	<u>\$243,750</u>

- 4) Your financial participation in this intersection improvement project is then \$2,681.25 (1.1% of \$243,750). It is reasonable to assume that 10% of customers who are coming to the site for oil change would probably use the car wash facility. Therefore, 10% credit should be deducted for the total mitigation. Consequently, your financial participation should be \$2,413.13 (\$2,681.25 minus \$2,681.25 X 0.10) This amount should be deposited before the Building Occupancy permit is issued.

I wanted to discuss the above issues with your consultant. I will continue to make attempts to discuss the above comments with him. It is my intent to resolve this matter before the March 14, 1994, City Council meeting. If you disagree with the above analysis, please call me and let me know what your concerns are.

Sincerely,



Ben Yazici, P.E.

Director of Public Works

cc: Mayor Gretchen Wilbert  
Mr. Mark Hoppen, City Administrator  
Mr. Steve Osgotorphe, Associate Planner